

**Wicomico County Purchasing Department
125 N. Division Street, Room B-3
Salisbury, Maryland 21801**



REQUEST FOR PROPOSAL

PROJECT: Family Education FY21
DEPARTMENT: Wicomico Partnership for Families and Children

VENDOR:

NAME: _____
ADDRESS: _____

PROPOSAL OPENING:

DATE: Thursday, July 2, 2020
TIME: 2:30PM

Summary

Wicomico Partnership for Families and Children with funding from the Governor's Office for Children has allocated funding for a Family Education Program. The Family Education program will focus on building family strengths instead of exposing weaknesses to assist in building these strengths to meet the family (s) needs by promoting parent involvement and increasing resources for families. Wicomico Partnerships for Families and Children of Wicomico County is issuing a request for proposals to perform the following work:

Family Education

<u>Announcement Date:</u>	Friday, June 5, 2020
<u>Proposal Due Date:</u>	Thursday, July 2, 2020
<u>Funding Level:</u>	Up to \$80,000.00
<u>Contract Period:</u>	July 1, 2020 to June 30, 2021.
<u>Eligibility:</u>	Any licensed, certified or incorporated agency, professional individual with a specialization or organization, public or private, who can demonstrate the ability to successfully carry out the project, is eligible to apply. Experience, credibility, and accountability within the specialized field must be demonstrated.
<u>Submission Instructions:</u>	<u>Wicomico County requires all proposals to be sealed. Proposals are to be received no later than the date listed above by 2:30 PM at Wicomico Purchasing Department located at 125 N. Division St., Room B-3, Salisbury MD, 21801. Include one original with 4 copies. As well as an electronic copy provided on a flash drive.</u>
<u>Deliverables:</u>	Proposal Content, Excel Budget, Resumes and/or Job Descriptions
<u>Strategic Goal:</u>	Reduce the Impact of Parental Incarceration on Children, Families, and Communities
<u>Result Area:</u>	Communities are Safe for Children, Youth, and Families
<u>Indicator:</u>	Child Maltreatment
<u>Point of Contact:</u>	Nicholas Rice Wicomico Purchasing Department 125 N. Division St. Room B-3 Salisbury, MD 21801 purchasing@wicomicocounty.org Phone: 410-548-4805
<u>Questions:</u>	Please direct questions to point of contact, above. Email preferred. All questions will be answered in writing and delivered to any party that may be submitting a proposal.
<u>RECOMMENDATIONS:</u>	If you are considering submitting a response to the RFP, please advise our office so that we can send you updates and other information as necessary.

Wicomico County Local Management Board – Wicomico Partnerships for Families and Children

Request for Proposals

Organization Name:

Office/Department/Unit (if applicable):

Project Name (if different):

Address:

City:

State:

ZIP:

Federal Employee Identification Number (FEIN):

Amount Requested:

Matching Funds: (If

applicable)

Personnel	Name	Phone Number	Email
Administrative Organization Director:			
Project Manager:			
Project Finance Manager:			

Complete each line under personnel, if one person is in multiple roles list them individually in each row. Do not leave information blank or write “same as”.

Authorizing Signatures *In submitting this application, applicants agree to abide by all terms of the WPFC General Grant Conditions as well as the terms of the Special Conditions for FY2018 set forth by this award.*

This grant application has been approved and is authorized for submission by:

Director/Administrative Authority:

Financial Authority:

<i>Printed Name</i>	<i>Printed Name</i>
<i>Title</i>	<i>Title</i>
<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>

Please submit your application in a PDF document after signing, with Excel Budget sheet attached separately, submit your application: one by email to:

Michelle Bradley at mbradley@wicomocounty.org and one hard copy delivered and date stamped at the address on the application by the stated deadline.

A. Discussion of Priority Area and selected Evidence Based Practice

The Family Education program will focus on building family strengths instead of exposing weaknesses to assist in building these strengths to meet the family's needs by promoting parent involvement and increasing resources for families.

The vendor for the program will utilize the evidence-based Active Parenting Publisher's curriculum for parent education. There are several curriculums which Active Parenting provides which can be used by the vendor: First Five Years, Active Parenting 4th Edition (parents of 6-12 years old), Active Parenting of Teens, and Teens in Action. Active Parenting Publisher's evidence-based Teen Education will be utilized for middle and high school youth to improve school and family relationships, as well as performance while providing early intervention and prevention for drugs, sexuality, and violence. When offered in tandem, Active Parenting of Teens and Teens in Action provide a Two-Generational Approach. These curriculums work together to facilitate healthy communication, assist in understanding each other's goals and attitudes, and assist in navigating difficult decisions as the teen makes their journey to adulthood. In order to ensure fidelity to the curriculum all workshop leaders will be certified family leaders with Active Parenting.

Each person who participates will commit to six (6) two-hour classes. Classes will be held once a week, for six weeks. For participants with children, the vendor will be required to provide childcare during the classes. For classes held in the community, the vendor will assist participants with transportation, as necessary. Based on the feedback from the community forums, the vendor will be required to hold at least one workshop during the year that is specifically for fathers. The vendor will provide dinner when classes are held in the evening and will offer other incentives for participants. These incentives should include personal hygiene products and activities that participants can take home to perform with their children and families. This will promote family bonding.

B. Target Population

1. Based on the data collected in the need section, the vendor will have a focus on recruiting families who have been involved in the child welfare system. The data collected about child maltreatment indicated this as a need because this type of education can shift the behavior of a caregiver and help the family be successful. The program can be provided to other families in order to promote parenting as an Active Parent in order to provide caregivers an effective, productive model of raising a healthy successful child and prevent child abuse and neglect.
2. The vendor will have working partnerships with other county agencies and organizations to recruit participants. This includes, but is not limit to: the Wicomico County Courts, Probation and Parole, Department of Social Services, the Child Advocacy Center, Judy Center, Healthy Families Wicomico, transitional living homes, etc. They will attend health fairs and community outreach events. They will present the program at local meetings attended by professionals such as, the Judy Center meetings and Wicomico Early Childhood Council.
3. Target # to be served: A minimum of nine workshop series will be held in the community during the fiscal year.

C. Scope of Work

1. Program Goals/Activities/Outcomes:
 - a. Program will operate in a timely fashion, using the curriculum and guidelines from Active Parenting to achieve program success.

- b. Partner with local agencies to provide resources to families in need.
- c. Family meals to be provided to participants at all classes.

2. Program Staff/Training:

- a. Program Director and program staff have extensive training in their field, maintaining certifications as needed.
- b. Staff changes must be reported to Wicomico Partnership for Families and Children within 48 hours.
- c. Must be in compliance with COMAR regulations: Per COMAR 13A.16.08 Child Supervision; the ratio is as follows:
 - i. Minimum staff to student ratio of 1:10 for youth under 12 years of age
 - ii. Minimum staff to student ratio of 1:15 for youth over the age of 12 years of age
- d. Staff representing the organization will attend all mandatory meetings and participate in any technical assistance provided by Wicomico Partnership for Families and Children.
- e. Background checks and fingerprints will be maintained by program and for all staff/volunteers working with children

3. Race Equity:

All programs and strategies must incorporate intentional efforts to address race equity issues.

Include the following:

- a. Description of short- and long-term strategies that the applicant will incorporate to reduce/eliminate race equity issues within the target population(s).
- b. The program staff will also be participating in trainings to increase cultural competency and knowledge of working with individuals from all backgrounds.
- c. The vendor will collect racial demographics on their intake form and will continue to provide disaggregated data. The vendor will keep track of where referrals are coming from to measure where disparities may be. This will assist in determining gaps and barriers for clients of different races.
- d. Discussion on how the applicant's race/equity efforts will support and inform planning, assessment, implementation and evaluation of the program.
- e. The vendor will develop a policy to ensure their board, volunteers, mentors, and staff are reflective of the diverse community they serve.
- f. This will be required in the vendor's contract with the LMB. LMB staff will be adding race equity into program monitoring, including review of performance measures and monitoring visits.

4. Reporting Requirements:

- a. Monthly financial (with supporting documentation) reports for each month shall be submitted no later than the 10th of the following month for reimbursement.
- b. Performance Measures using the required data matrix (Item D: Evaluation, included) must be submitted as follows:

- i. July, August, September DUE October 10th
- ii. October, November, December DUE January 10th
- iii. January, February, March DUE April 10th
- iv. April, May, June DUE July 10th
- c. Site Visits will be completed quarterly by staff representing Wicomico Partnership for Families and Children.
- d. A sign-in sheet must be completed for each session and maintained in a notebook with other site documents.
- e. All required documentation for annual monitoring will be kept in a notebook. The notebook and all documentation in it will be provided to Wicomico Partnership for Families and Children, as requested.
- f. Photos should be taken throughout the funding period to document youth projects/activities. Photo releases must be obtained from parent (s)/legal guardian (s) for any projects/youth being photographed that may include use by Wicomico Partnership for Families and Children.
- g. A waiver from an audit requirement may be requested by February 1st, 2021.
- h. Required written approval. A budget modification or request for modification in expenditures must be submitted and approved by the Director of Wicomico Partnership for Families and Children for proposed changes in the following categories and/or line items, unless otherwise specified in the Memorandum of Understanding, whenever:
 - i. The vendor needs to make any personnel line item change
 - ii. Budget modifications in any other category do not require a written budget modification; however a written request for modifications in expenditures must be submitted. Approval is required before changes in expenditures can be made.

D. Format

- a) All proposals must be double spaced, 12 pt. font, and must use one-inch margins throughout. Proposal should be ordered according to the prescribed convention. Proposals that fail to meet these requirements may be rejected.
- b) The proposal and all copies should be on standard size (8 ½" x 11") paper of regular weight.

E. Proposal Content – Please see attached Scoring Rubric

- a) COVER PAGE
- b) ABSTRACT (not to exceed 250 words) Should be a summary overview of the applicant's total grant proposal
- c) ORGANIZATIONAL CAPACITY (not to exceed 2 pages) Provide a brief overview of the relative history of the applicant relating to the specific focus of the experience and capability. Describe any experiences that demonstrate an ability to attain the objectives of the RFP.
- d) NARRATIVE (not to exceed 10 pages) The narrative is your opportunity to convince the review panel that your project is sound and deserves to receive funding. The narrative must be succinct and clear.

The review panel needs to understand quickly and easily the components of your project and how they work together to address requirements of this request.

- a. Avoid jargon and define all acronyms.
- b. Proofread the narrative once it is complete.
- c. Check for style inconsistencies, redundancies, factual omissions, and unexplained assumptions.
- d. A good strategy is to let someone unfamiliar with the project read and critique the proposal before you submit it; be as detailed as possible.
- e. Experience, credibility, and accountability must be demonstrated.
- f. The narrative justifies and describes the proposed site to be implemented based around the aforementioned requirements.
- g. Demonstrate knowledge of evidence-based methods or best practices.
- h. **THE NARRATIVE SHOULD ADDRESS THE FOLLOWING:**
 - i. A description of how each item under Section C. Scope of Work, will be addressed.
 - ii. Clearly defined objectives.
 - iii. Recruitment plan for the target population (s).
 - iv. Explanation of what curriculum/best practices will be used.
 - v. Demonstrate commitment to and understanding of confidentiality and how it will be maintained.
 - vi. Explain how the mandatory Performance Measures (included under Section D. Evaluation) will be collected.
 - vii. Add any additional measures the program will collect and how they will be collected **or** a statement that no additional measures will be collected.
 - viii. Quality Assurance Mechanisms (s).
 - ix. Staff qualifications and credentials (include resumes and/or job description and hiring requirements in appendices).
 - x. Provide a timeline of the program and how the program funds will be expended by the end of the fiscal year.
 - xi. Sustainability, how will this effort continue should funding be cut
 - xii. Reference (s) Page (include in appendices).
- e) **DETAILED BUDGET** (Excel template is attached)
 - a. Reasonable, realistic, and matches goals of program.
 - b. Written justification/narrative of budget projection that matches budget.
- f) **EXTRA POINTS**
 - a. Applicants may earn **up to three extra points** to their total scores if the proposal addresses one or more of the following (one point for each area addressed):
 - i. Two-Generation Approach: The proposal clearly demonstrates simultaneous interventions directed at both parents and their children/youth.
 - ii. Multi-Lingual: The proposal clear demonstrates a plan to provide services and resources to non-English speakers.

- iii. Cash Match/In-Kind: The proposal clearly demonstrates that the vendor has a cash match or in-kind funds which go towards directly supporting the program.

See attached Scoring Rubric sheet in Appendix D.

D. Evaluation

See <http://raguide.org/index-of-questions/> for helpful information on developing performance measures using Results-Based Accountability – you may track other measures, but this chart is limited to one or two headline measures for each of the three areas.

See attached Mandated Performance Measures in Appendix C.

E. Narrative Budget

Each budget item that is requested in the excel spreadsheet must be itemized in the narrative of this application. Describe what is needed under each category and for what purposes.

Personnel	This category is reserved for staff that would utilize salary and benefits which may include health insurance, taxes, social security. Please use line item labeled “Fringe Costs” for costs that are not salary. Use salary line item only for salary.
Operating Expenses	This category is reserved for line items associated with costs needed for operating the program.
Travel	This category is reserved for line items associated with Mileage (allowable cost is \$.58/mile/IRS Rate 2019), Registration Fees, Hotel, and Conferences/Conventions.
Contractual Services	This category is reserved for line items for Trainings, Consultants, Legal, and/or Accounting/Auditing.
Equipment	This category is reserved for office equipment needed to operate the program.
Other Direct Cost	This category is reserved for expenses that do not meet the existing categories. Some examples of “other” may be: Training Materials needed to implement program, Program Supplies, Professional Dues/Publications/Subscriptions, Office Supplies, and Food

See attached Excel Budget Template in Appendix B. This is a template, you can modify the template to include items needed that have not been listed previously. You can also omit line items that you will not utilize.

E. Grant Awards and Conditions

The submission of a proposal does not, in any way, guarantee an award. The grants available through this process will be funded as one-time only awards and will be disseminated according to the timeline outlined in this document. Wicomico Partnership for Families and Children will notify the applicant of the outcome of the review process. Applicants whose proposals are selected for an award will receive technical assistance from the Wicomico Partnership for Families and Children, as necessary to finalize performance measures and budgets prior to the execution of a formal grant award.

Grant awards will be issued by Wicomico Partnership for Families and Children and must be fully-executed prior to the disbursement of funds.

The conditions attached outline the basic terms and requirements for the use of funds provided for activities covered by this Request for Proposal.

Please see attached Wicomico County, Maryland Standard Terms and Conditions cited below.

F. Attach:

1. Proposal content
2. Excel Budget
3. Resume (s) and/or Job Descriptions

Appendix A

EXHIBIT A

WICOMICO COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Wicomico County ("County") contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then these Standard Terms and Conditions will prevail.

The term "Contract" includes a document entitled "agreement" or other title denoting a contract. The Wicomico County Executive is the person authorized to enter contracts for Wicomico County.

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy. Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law. The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition. The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by

electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Wicomico County, its officers, agents, or employees.

Independent Contractor.

- A. Contractor is an "Independent Contractor". Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage must be written on an occurrence form.
- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.
- D. All insurance policies must have a minimum 30 days notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor agrees that this provision will be incorporated in all subcontracts related connection to this Contract.

Ownership of Documents and Materials; Intellectual Property.

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, *device*, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

Records. Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the County and its agents can all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

Remedies.

- A. **Corrections of errors, defect and omissions.** Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. **Set Off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- C. **Cumulative.** These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor.

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing. Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.