



Request for Proposals

Utah County Health Department

One-Year Application

(with consideration for extension into future years)

Fiscal Year 2021 (9 Month)

Funding Opportunity Title:	E-cigarette, Marijuana, & Other Drug Prevention Grant
Approximate Award Amount:	\$50,000-\$100,000
Due Date for Applicants:	Wednesday September 30, 2020 by 11:59 PM
Funding Notification:	Applicants will be notified of funding status on or before Thursday October 15, 2020
Project Period:	The contract resulting from this RFP will be for a period of the remainder of the fiscal year. The project will run as follows: Year 1: 10/15/2020 to 6/30/2021
For Questions Contact:	Brittany Guerra, MPH, CHES Tobacco Prevention & Control Program Utah County Health Department Phone: 801-851-7099 Email: brittanyg@utahcounty.gov

1. Funding Opportunity Description

The Utah County Health Department (UCHD) is seeking proposals for projects that address root causes and factors associated with the youth use of electronic cigarettes, marijuana, and other drugs.

Substance misuse/abuse continue to be an important public health concern contributing to morbidity and mortality rates. Evidence shows that the initiation of substance use in adolescence can lead to higher levels of misuse, abuse, and substance use disorders later in life. UCHD is interested in working with, and supporting, community coalitions and organizations in the early prevention of adverse outcomes related to youth substance abuse. The aim of this funding is to identify innovative projects and partnerships across Utah County who are committed to addressing “upstream” factors by focusing on one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide Survey.

Research on risk and protective factors has important implications for children’s academic success, positive youth development, and prevention of health and behavior problems. By measuring risk and protective factors in a population, specific risk factors that are elevated and widespread can be identified and targeted by policies, programs, and actions shown to reduce those risk factors and to promote protective factors.

SHARP Survey Link: <https://dsamh.utah.gov/reports/sharp-survey>

The ongoing COVID-19 pandemic has significantly disrupted many education and youth serving programs. UCHD anticipates that these disruptions will continue to present barriers to program implementation through the 2021 Fiscal Year. As such, applicants are required to develop plans that reflect this reality. Applicants are encouraged to consider innovative strategies throughout their application, including programmatic and budgetary decisions. The review committee will not accept business-as-usual continuance plans.

2. Eligibility Criteria

1. Grantees must be at least one of the following:
 - i. Coalition of community organizations that is focused on substance abuse prevention
 - ii. Local government agency, including a law enforcement agency, for a program that is focused on substance abuse prevention
 - iii. Local education agency
2. Grantees shall address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs by:
 - i. Addressing risk and protective factors as identified in the Utah SHARP survey

- ii. Identifying ways to implement the [7 strategies from CADCA](#), and
 - iii. Explaining how all programs are evidence based or a promising practice as identified by the CDC
3. Grantees cannot use already funded activities for project proposals.

3. Budget Requirements

The minimum award amount is \$50,000 and the maximum award amount is \$100,000 for a period of one year (or less depending on availability). Funds will be distributed accordingly: 40% initially, 30% in January & 30% in April. Dispersal of the second and third installment of funds will be dependent upon submission of reports the month prior to the dispersal month.

Additional budget requirements and considerations include the following:

1. No more than 2-3% of the funding may be used for training and travel costs. *If applying for a youth group, consider including budget items for the youth to attend a training in addition to adults*
2. No more than 10% can be used for administrative costs
3. Up to 5% can be used for equipment (i.e computer). Any purchase over \$5,000 must be approved
4. Up to 10% of the funding can be used for evaluation
5. There is no limit on the amount of salary support that may be requested. If the proposed budget includes personnel, include position details and salaries by position in application budget justification.
6. Funds may not be used for construction
7. Appropriate justification for all budget items is required

4. Application Instructions & Requirements

The following application components are required for a complete submission:

- Application Information Form
- Proposal Summary
 - Define the community
 - Statement of the problem
- Action Plan
- Budget
- Budget Narrative
- Evaluation Plan

Complete Application Packets should be submitted via email to Brittany Guerra at brittanyg@utahcounty.gov by 11:59 PM on Wednesday September 30, 2020. *No late submissions will be considered.*

Q&A Session: UCHD will hold one informational call for potential grant applicants. This session will give applicants an opportunity to ask questions and receive any necessary guidance. The date and information for the Q&A call is as follows:

September 15, 2020: 12:00 – 1:00 PM

The meeting will be held using Zoom. Please register in advance for the meeting at this link: <https://zoom.us/meeting/register/tJ0sfuqtrz4vHdWvFBwDCe-KNHUwopKRC-BC>

After registering, you will receive a confirmation email containing information about joining the meeting. If you are unable to attend, the meeting will be recorded, and you can request a recording to review.

5. Evaluation of Applications

The Utah County Health Department will establish a review panel that will review the proposals submitted by each applicant agency. The review panel will be comprised of individuals to create a fair and unbiased evaluation of all the grant submissions. Reviewers will provide an overall impact/priority score to reflect their assessment of each application. Reviewer criteria can be found at the end of this document in Appendix A.

Applicants who are awarded the grant funding will be required to execute a contract with Utah County, a sample, which is subject to change, is provided below as Appendix B.

6. Post-award Participation & Reporting Requirements

All new grantees will be required to attend a risk and protective factor training, which will be held during the 2nd quarter of the grant cycle.

All grantees are required to attend quarterly meetings (November, February, May) which will be held in person at the health department or virtually.

It is recommended that a member from your organization attend a local (in state) or virtual substance abuse prevention and/or risk and protective factor related conference, training, webinar, etc. (e.g. CADCA training, Fall Substance Abuse Prevention Conference).

During the funding period, all grantees are required to submit progress reports quarterly. Reports are due the 15th of each month (January, April, and July). The grant recipient shall report the following:

1. List quarterly activities accomplished
2. Provide accounting for the expenditure of grant funds
3. Describe measurable outcomes as a result of the expenditures
4. Describe the impact and effectiveness of programs and activities funded through the grant
5. Indicate the amount of grant funds remaining on the date that the report is submitted

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department.

Appendix A – Reviewer Criteria

E-CIGARETTE, MARIJUANA, & OTHER DRUG PREVENTION GRANT Application Reviewer Score Sheet & Criteria <i>Please be aware that this criteria may be changed or modified at any time.</i>		
Name of Agency:		
	Total Points Possible	Total Points Awarded
SECTION 1: PROPOSAL SUMMARY		
Question #1 - What is the Organization Type?		
1 Point = Other 3 Points = Coalition, local government agency, or education agency	3 Points	
Question #2 - Does the applicant's proposal clearly define the community they propose to serve?		
0 Points = The applicant did not complete the section or does not clearly define the community. 1 Point = The applicant clearly defined the community they plan to work in.	1 Point	
Question #3 - Did the applicant clearly state the youth substance abuse problem they plan to address in the targeted community?		
0 Points = The applicant did not complete this section or does not clearly state the problem in the community 1 Point = Youth substance abuse was mentioned 2 Points = The applicant clearly stated the problem in the community	2 Points	
Question #4 - Did the applicant include data from the SHARP survey to justify the problem?		
0 Points = The applicant did not include any data to justify the problem 1 Point = The applicant included data but did not include any from the SHARP survey to justify the problem 2 Points = The applicant included data from the SHARP survey to justify the problem	2 Points	
Question #5 - Did the applicant clearly identify and state how they plan to address risk and protective factors?		
0 Points = The applicant did not identify and state how they plan to address risk and protective factors. 1 Point = The applicant identified 1-2 ways in which they plan to address the identified risk and protective factors 2 Points = The applicant identified 3-4 ways in which they plan to address the identified risk and protective factors 3 Points = The applicant identified 5+ ways in which they plan to address the identified risk and protective factors	3 Points	
SECTION 2: ACTION PLAN		
Question #1 - Did the applicant provide a comprehensive 9-Month Action Plan?		
0 Points = The applicant did not provide a 9-month action plan 1 Point = The applicant provided a 9-month action plan but was not thought out and lacking detail	2 Points	

2 Points = The applicant provided a comprehensive 9-month action plan		
Question #2 - What type of interventions are proposed in the application?		
0 Points = No evidence-based or promising practice interventions 1 Point = Interventions are promising practices 2 Points = Interventions are evidence-based, as defined by the CDC here	2 Points	
Question #3 - Did the plan clearly state and include an appropriate mixture of all Seven Strategies for Community Level Change as defined here ?		
0 Points = The applicant did not state or include any of the 7 strategies 1 Point = The applicant identified 1-2 ways in which they plan to implement the identified strategies 2 Points = The applicant identified 3-4 ways in which they plan to implement the identified strategies 3 Points = The applicant identified 5+ ways in which they plan to implement the identified strategies	3 Points	
Question #4 - Did the goals adequately describe how they will impact the identified risk & protective factors?		
0 Points = None are clear 1 Point = Some are clear 2 Points = All are clear	2 Points	
Question #5 - Are the goals/objectives/outcomes clearly written?		
0 Points = None are clear 1 Point = Some are clear 2 Points = All are clear	2 Points	
Question #6 - Are the objectives SMART as defined in the application form Appendix A?		
0 Points = None are SMART 1 Point = Some are SMART 2 Points = All are SMART	2 Points	
Question #7 - Did the applicant's proposed program demonstrate an innovative approach to addressing the identified problems in the community identified?		
0 Points = The applicant did not provide a description of how their proposed program will demonstrate innovation 1 Point = The applicant's plan is not feasible, unclear, or will not serve to implement their project 2 Points = The applicant proposes a clear and innovative approach to address the substance abuse problem(s) identified in the targeted community.	2 Points	
SECTION 3: BUDGET		
Question #1 - Is the budget complete?		
0 Points = No 1 Point = Yes	1 Point	
Question #2 - Is the budget accurate? (i.e. all numbers add up)		
0 Points = No 1 Point = Yes	1 Point	
Question #3 - Is the budget justification clear?		
0 Points = No budget justification provided	2 Points	

1 Point = A budget justification was provided, but is unclear 2 Points = A clear budget justification was provided		
Question #4 - Are all the budget requirements and considerations met?		
0 Points = No 1 Point = Yes	1 Point	
SECTION 4: EVALUATION		
Question #1 - Did the applicant indicate how their program would be evaluated?		
0 Points = No evaluation plan provided 1 Point = An evaluation plan was provided, but is unclear 2 Points = A clear evaluation plan was provided	2 Points	
SECTION 5: GENERAL CONSIDERATIONS		
Question #1 - The proposal is high quality and writing is clear.		
0 Points = Poor 1 Point = Fair 2 Points = Good 3 Points = Excellent	3 Points	
Question #2 - The proposal illustrates that the agency has the capacity to carry out the project.		
0 Points = No capacity 1 Point = Low capacity 2 Points = Average capacity 3 Points = High capacity	3 Points	
Question #3 - The agency has proven experience implementing grant activities.		
0 Points = No experience 1 Point = Experience	1 Points	
Total Points	40 Points Possible	



AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor: [] Sole Proprietor [] Non-Profit Corporation Limited Liability Company (LLC)
[] Partnership [] For-Profit Corporation
[] Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

2. CONTRACT COSTS

Contractor will be:

- [] paid a maximum of \$_____ for costs authorized by this agreement;
[] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [] _____, or [] the date of execution of this agreement. This agreement shall terminate on _____, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- [] A: Utah County Standard Terms and Conditions [] F: _____
[] B: CONTRACTOR's Proposal [] G: _____
[] C: Special Provisions [] H: _____
[] D: Utah County Procurement Compliance
[] E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on ____ of _____ 20__.

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk/Auditor

By: _____
TANNER D. AINGE, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County

for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for

approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between

the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised March 30, 2020