

REQUEST FOR QUALIFICATIONS 12/15/22

A. INSTRUCTIONS TO PROPOSERS

I. General Terms and Conditions

General

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. The Procurement Code and Regulation can be found in its entirety on the County's website at <https://www.horrycounty.org/Departments/Procurement>.

Funding

Some of the services solicited in this RFQ are anticipated to be purchased with Horry County Funds, thus the utilization of Horry County Procurement Code. In the event that State or Federal Funding is available, the Town of Atlantic Beach requires compliance with all state and or federal rules and regulations related to such funding.

Submitting a Statement of Qualifications

Statements of Qualifications must be submitted on or before **2:00 PM EST January 4, 2023**. The only acceptable means of submitting a Statement of Qualifications in reference to this solicitation is by mail, electronic submission or hand-delivery.

Statements of Qualifications shall contain the requested information and be submitted in the format as shown in this RFQ. Statements of Qualifications shall be rejected for any omissions, alteration of form, additions not called for, conditional offers, or any irregularities of any kind if, in the judgement of the Town, the possible reason for rejection relates to the substance of the Statement of Qualifications, but may be waived by the Town if such possible reason for rejection relates solely to the form of the Statement of Qualifications.

By submission of a Statement of Qualifications, the proposer guarantees that all services offered meet the requirements of this RFQ.

Examination of RFQ Document

Prior to submitting qualifications, each proposer shall carefully examine the RFQ document, study and thoroughly familiarize himself/herself with the requirements thereof and notify the Owner of all conflicts, errors, or discrepancies.

The submission shall remain firm for no less than **one hundred-twenty (120)** calendar days from the date established for receipt of qualifications submissions.

Questions / Addendum

All questions must be submitted electronically to Procurement@TownofAtlanticBeachsc.com by 2:00 p.m., December 27, 2022. A response will be provided to the party who submitted a question by no later than 5:00 p.m. on December 29, 2022.

Any information obtained outside of the procurement process is non-binding and shall not be used in the response to this RFQ.

Mistakes in Submission

Corrections and withdrawal of the submitted offer will be permitted prior to submission due date and time.

Opening / Reading of Names

Names of firms submitting Statements of Qualifications will be made public after the submission due date and time.

Licenses

All Proposers must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina 1976, as amended (the "**S.C. Code**") including Section 40-11-200 of the S.C. Code, when applicable. The Proposer's company does not need to be based in South Carolina, but must be authorized to do business in the state of South Carolina if awarded a contract. **The successful proposer must have all appropriate business license(s) prior to contract execution, unless otherwise stipulated by law.** Proposers that fail to comply with this requirement, may subject their Statement of Qualifications to being rejected as non-responsive.

A successful firm must obtain a Town of Atlantic Beach business license prior to final execution of agreement for professional services.

Independent Contractor Status

A firm shall not, by entering into a contract, become an employee of the Town, but shall remain at all times an independent contractor of the Town. The contract(s) resulting from this RFQ shall not be deemed to create any joint venture, partnership, or common enterprise between the firm and the Town, and the rights and obligations of the parties shall not be other than as expressly set forth in such contract.

Insurance Requirements

Statements of Qualifications must expressly state that the Proposer will comply with Section 4.2.2 of the attached *sample* Professional Services Contract.

Acceptance of Qualifications Submission Content

The contents of the Statement of Qualifications of the successful proposer may become part of the contractual obligations if a contract ensues. Failure of a successful proposer to accept these obligations may result in non-award.

Evaluation

This procurement will be conducted in accordance with all federal, State, and local laws.

The Town reserves the right to reject any or all offers and further reserves the right to waive technicalities and informalities in submittals if, in the judgement of the Town, the technicality or informality relates to the substance of the Statement of Qualifications, and may waive such technicalities and informalities in submittals if, in the judgement of the Town, the technicality or informality relates to the form of the Statement of Qualifications and where the Town deems it advisable in protection of the best interest of the Town. The Town shall be the sole judge as to whether submittals submitted meet all requirements contained in this RFQ.

Proposers may be requested to attend an interview / presentation with the Town's RFQ Evaluation Team to confirm their qualifications, introduce their teams, and answer additional questions. Proposers should limit their presentation to only essential information.

Contract Award

This procurement does not commit the Town to award a contract, to pay any costs incurred in the preparation of the proposal or to procure or contract for goods or services herein. Costs associated with proposal preparation, oral interviews, or presentations shall be the sole responsibility of the proposer. The Town will not reimburse for costs associated with interviews or presentations.

Only those interested parties who respond to the RFQ may be considered for contract award. This RFQ is anticipated to result in the award of multiple contract agreements with the Town to provide Engineering Services on an as-needed basis for up to five (5) years.

The successful Proposer(s) will be expected to enter into a contract with the Town similar to the sample contract attached to this RFQ. The resultant contract from this RFQ will incorporate by reference this RFQ document in its entirety and the successful proposer(s) response to the RFQ, as well as any negotiated terms and conditions.

Because work will be assigned on an as-needed / on-call basis, the volume of work for any particular selected firm could vary substantially, including the possibility of not receiving any work through this contracting process.

Firms selected under this RFQ may serve as a list of firms that are pre-qualified to provide specific engineering tasks and services on an as-needed basis, and in such event, firms may be selected, in the sole discretion of the Town, to perform specific tasks on the basis (1) that the firm was determined to be the most qualified responding firm, under the selection criteria established under this RFQ, or (2) that the firm offers to provide the specific task or service at the lowest price.

Terms of Contract

The term of this contract shall be for five (5) years beginning with the effective date of the executed contract, with the option to renew for one (1) additional year. Renewal options shall be at the sole discretion of the Town.

Termination

The Town and the Provider shall have the right, upon sixty (60) days written notice, to terminate entered into in connection with this RFQ for cause or convenience; provided, however, any such contract may provide for the payment of services rendered up to and including the date of termination.

Payment Terms

Payment terms are net thirty (30) days upon receipt of a correct invoice.

Contract Changes

Contract terms and conditions shall not be changed unless by Work Authorizations. Any change must be deemed allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes shall be agreed upon by both parties and recorded using the approved change order document. The change to method, price, or schedule of the work must be clearly identified for each specific change which may occur.

Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30 of the S.C. Code (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Request for Proposals" which is privileged and confidential if so designated by the Proposer shall not be disclosed. Such information must be clearly marked as "**CONFIDENTIAL**" by the Proposer for each section of the information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

B. OBJECTIVE & SCOPE OF SERVICES

I. Objective

The Town intends to enter into a contract with one or more firms to provide on-call professional engineering services in conjunction with various infrastructure projects. Services may include design and installation of street lighting, roadway improvements, drainage enhancements, and facilities and other engineering tasks as required. All work must comply with the applicable State professional engineering regulations.

Decisions on award of individual project task orders with the selected firms shall be on the basis (1) that the firm was determined to be the most qualified responding firm, under the selection criteria established under this RFQ, or (2) that the firm offers to provide the specific task or service at the lowest price.

II. Scope of Services

1. Provide professional engineering services related to various road, drainage, and infrastructure projects and studies.
2. Services may include field surveying, investigation, research, report preparation, analysis, design, preparation of specifications and bid documents.
3. Consulting services may include post-design construction services relating to the design project.
4. Other engineering consulting services as required by the Town.

III. Special Conditions

Successful Proposers who are awarded contracts:

1. The Town shall provide a proposed scope of services for individual projects and Provider (engineer) shall submit a proposed cost breakdown and time schedule for completion of the work for approval by Town prior to commencement of work.
2. An addendum shall be prepared and signed by both parties agreeing to the Scope of Services and Payment for individual projects.

IV. Payment Schedule

The Provider shall invoice the Town for services rendered at the completion of the major work tasks, and in no case, more frequently than once a month.

C. REQUEST FOR QUALIFICATIONS (RFQ) FORMAT

All Statements of Qualifications submitted must follow the same format. To be accepted for evaluation, the Statement of Qualifications format should address all required components in order. The intent of the format is to simplify the Statement of Qualifications preparation and evaluation processes and to ensure that all Statements of Qualifications receive the same orderly review.

I. Proposal Submissions

Submittals should be prepared providing a straightforward, concise description of the firms' ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. The Town does not desire voluminous qualifications submissions. Information should be formatted as requested, in the order listed below. If the Proposer fails to provide the requested information, the Proposal may be deemed non-responsive and may not be further considered.

II. RFQ Components

All Statements of Qualifications must include the listed components in the following order:

A. Cover Letter: Include the following:

- (i) Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Company, Partnership, etc.);
- (ii) Names of all owners and/or corporate officers;
- (iii) Identify contact persons and provide telephone, fax, and email address for each person;
- (iv) Date and state of incorporation (*if applicable*); and
- (v) Signature of company officer(s) authorized to obligate the firm.

B. Overall Capabilities of Firm: Provide a brief history of the firm, an introduction of the firm and its capabilities, which emphasis and specific information with respect to the types of engineering services described in the Objective above.

C. Qualifications of Key Personnel: Provide a listing of the key management personnel, their qualifications and experience.

D. Previous Related Experiences: Provide a detailed listing along with a description of previous projects performed by the firm and assigned personnel. Emphasis on government infrastructure projects in small municipalities or the coastal area is encouraged.

E. Engineering Capabilities: Provide a listing of engineers, designers and any other technical staff, along with their degrees, licenses and areas of specialization. Indicate which staff will most likely be assigned to Town projects.

F. Certificate of Insurance: Provide sample Certificate of Insurance.

G. Legal Statement: Disclose any litigation filed against the firm within the last five (5) years. (*See "Legal Statement" herein for details.*)

H. References: Provide three (3) references for similar services provided over the past five (5) years including the entity name; contact name(s); email address; telephone number; and a brief description of the work performed. The Town reserves the right to check the references provided and known references not provided by the vendor.

Failure to provide the above information may result in the vendor being disqualified and its proposal not considered. The Town reserves the right to contact all references to obtain information without limitation and regardless of the vendor's on the listed jobs.

I. Miscellaneous

- (i) Proposal submittal meeting the requirements of the RFQ Components
- (ii) Copies of all required licenses.
- (iv) IRS W-9 Form (signed within 6 months of the submittal date)

III. Evaluation / Selection Process

The evaluation of qualifications submissions will be in accordance with this Request for Qualifications. The evaluation process shall determine the qualifications of the submitter to provide relevant services as requested.

The following criteria are weighted as shown below and shall be used by the Evaluation Team for the evaluation of Statements of Qualifications received.

#	Evaluation Criteria	Weight
1.	Overall Capabilities	35
2.	Qualifications of Key Personnel	10
3.	Previous Related Experiences	25
4.	Engineering Capabilities	20
5.	References	10

After the initial evaluation of all Statements of Qualifications, the evaluation team will meet to unanimously select the firms that are most qualified based on the information submitted, and rank the firms in order of their qualifications for the purpose of selecting firms for specific tasks.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government wide Debarment and Suspension (Non- procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR.

- A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Address:

Contractor's Signature: _____

Printed or Typed Name: _____

Title: _____

SAMPLE PROFESSIONAL SERVICES CONTRACT No. _____

This Contract for Professional Services (“**Contract**”), with an effective date of _____, is hereby entered into between **Town of Atlantic Beach**, a political subdivision of the State of South Carolina, whose Administrative Office is located at 717 30th Avenue S. Atlantic Beach, SC 29582 (the “**Town**”) and _____ (the “**Provider**”), a corporation organized and existing under the laws of the State of and authorized to conduct business in the Town of Atlantic Beach and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

- 1.1. Headings:** Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.
- 1.2. Time of Performance:** The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the Effective Date, and as may be more specifically provided in any subsequently issued Work Authorization (said Authorizations shall be substantially in the form of Exhibit “c” which is attached hereto and incorporated herein), and any modifications or addenda issued to either this Contract or such subsequent Authorizations. Failure to perform timely, except for cause occasioned by Act of God, shall permit Town to declare this Contract voided and of no further effect.
- 1.3. Arbitration:** This **Contract** is not subject to arbitration.
- 1.4. Dispute Resolution:** If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Horry County, South Carolina.
- 1.5. Merger, Amendment, and Waiver:** This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **Town** and **Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **Town** and **Provider**. Forbearance by **Town** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance

to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986;

1.6.7. South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 *et seq.*;

1.6.8. South Carolina Workers Compensation Act, S.C. Code §§ 42-1-10 *et seq.*;

1.6.9. South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws; and

1.6.10. Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Town of Atlantic Beach Privacy / Identity Theft Policy.

1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit "A", attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "A" shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind Town. When specifically authorized by the County, **Provider** shall perform certain tasks as authorized and set forth in a Work Authorization which shall be substantially similar in form to Exhibit "B" within the time limits set forth therein, subject to the provisions of

paragraph 1.2 and 2.2 of this Contract.

- 2.2. All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit "A", not to exceed five (5) years.

3. PAYMENT FOR SERVICES:

- 3.1. The costs of services are set forth in Exhibit "B" of this Contract. The total projected cost shall be a guaranteed maximum price (GMP) for the services to be provided. **Provider's** invoice to Town will be on a basis of net thirty (30) days after receipt by **Town** of invoice.
- 3.2. Services not included in the Scope of Services constitute additional charges to **Town**, at rates and intervals to be agreed upon between **Town** and **Provider** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND TOWN:

4.1. Town warrants that:

4.1.1. **Town** has the lawful authority required under State law and **Town's** Ordinances to enter into and perform this Contract;

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "B", and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify Town against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **Town's** Invitation to Bid, Request for Proposals or Request for Qualifications, that formed the basis of the Scope of Services of this Contract):

Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This

shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **Town** against any and all claims arising under or as a result of the performance of the contract. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. A combination of Umbrella/Excess and primary limit may be used to provide for the commercial general liability amounts required. The **Town and Horry County** shall be named as an additional insured on all liability policies. The **Town** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against the County by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or subcontractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-contractor of

Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract; and

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between **Town** and **Provider**, and approved by Town's attorney:

- 5.1.** All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **Town** during and at the completion or termination of this Contract;
- 5.2.** All **materials** supplied or loaned by **Town** to **Provider** during the term of this Contract shall remain the property of **Town**;
- 5.3.** All intellectual property provided to Town by **Provider** and originating from this Contract shall become and remain the property of **Town**, and **Provider** shall not, without the written consent and license from **Town**, use such intellectual property for another commercial purpose;
- 5.4.** **Town** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: **Town** and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **Town** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **Town** to procure another provider.

7. INDEPENDENT CONTRACTOR STATUS: **Provider** shall not, by entering into this Contract, become a servant, agent, or employee of Town, but shall remain at all times an independent contractor to **Town**. This Contract shall not be deemed to create any joint

venture, partnership, or common enterprise between **Provider** and **Town**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this **Contract**, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1. To Town:

8.1.1.

Benjamin Quattlebaum, Town Manager
Town of Atlantic Beach
717 30th Avenue South
Atlantic Beach, South Carolina 29582
(Tel: (843-663-2284 Fax: (843-663-0601)

Charles D Rhodes, Esq.
Town of Atlantic Beach Attorney
1411 Gervais Street, Suite 200
Columbia, SC 29201

8.2. To Provider:

8.2.1.

with a copy to:

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The **Provider** will indemnify and hold harmless the **Town and Horry County** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the **Town** or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the **Provider** under the workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **Town** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the **Provider**.

10. ASSIGNMENT: **Provider** shall not assign, permit the **assumption** of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the Lessor. If **Provider** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **Town**, in its sole discretion, may declare this entire Contract null and void.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date signed by the **County** below.

Provider:

By: _____

Name: _____

Title: _____

Date: _____

Witness(es):

Town Of Atlantic Beach

By: _____

Name: _____

Title: _____

Date: _____

Witness(es):

