



TOWN OF LEESBURG, VIRGINIA

**SOUND AND STAGE
RFQ NO. 100411-FY15-16**

ISSUE DATE: February 10, 2015

BID DUE DATE: February 20, 2015, 3:00 P.M.

MAILING ADDRESS: Town of Leesburg
Procurement Division
25 W Market ST
Leesburg, VA 20176

CONTACT: Kathy S. Elgin, CPPO
Chief Procurement Officer
Phone 703-737-7176

E-mail: kelgin@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFQ will be posted on the Town's bid board and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

TABLE OF CONTENTS

I.	Purpose	3
II.	Contract Term	3
III.	Scope of Services	3
IV.	Terms and Conditions	8
V.	Award Criteria	13
VI.	Submittal Instructions	13
VII.	Quote Form – Pricing Page	14
VIII.	Quote Submission Form	15
IX.	Standard Contract.....	16

- I. PURPOSE - The Town of Leesburg is accepting bids to provide sound and stage for various special events.
- II. CONTRACT TERM – The resulting contract will be one-year contract beginning on or about March 2, 2015 or as soon thereafter as the contract can be executed. Upon mutual agreement of both parties, this contract can be extended for up to 4 additional one-year terms. Prices for the first year renewal will be the same as the original contract year. The second, third and/or fourth year renewals can be increased up to 3% per year, but will not exceed a total of 6% over the full five years.
- III. SCOPE OF SERVICES –

A. Flower and Garden Festival- 2015

Date: April 18 and 19, 2015
 Event Hours: 10 am-6 pm Saturday, 10 am-5 pm Sunday
 Load in: Friday, April 17, 6:00 pm (approx)
 Load out: Sunday, April 19, 7 pm (approx)
 Weather: In the event of rain or other poor conditions, the sound technicians on site will have the authority to suspend entertainment until conditions improve. Proper communication with the Town of Leesburg representative regarding this decision is required. Evaluation of conditions every 30 minutes is expected and every effort should be made to continue performances.

Stage One- Main Stage

Location: Loudoun County Court House
Load in: Friday, April 17, 6:00 pm (approx) All vehicles must be off the street by 6:45pm.
Event Time: Stage must be ready for the first event performer by 9:30am
Load out: Sunday, April 19, 7:00pm (approx)

Event Details: Stage will host acoustic solo or duo performers throughout the festival. Acts will play 90 minute sets with 15 minute breaks between. Staff will make stage announcements and present awards during these times.

Stage Specs:

- 16X12X2 size, skirted, constructed over existing stairway. Milos XStage is strongly preferred or a product of an equivalent or superior nature. Sample photos and staging specs must be provided with bid.
- Stage will be built over existing stairway and will require stage legs to vary from 6in to 4ft, roughly.
- Stage stairs, to be located at stage left.

- Covered roofing system: Milos MR1 is strongly preferred or a product of an equivalent or superior nature. Sample photos and roofing specs must be provided with bid.
- Mixing tents, tent to cover stage, tables, chairs, and all other materials needed for event production.
- Dedicated staffing to facilitate timely set up and break down.
- Dedicated stage engineer and stage hand throughout the event.

Stage set up is required onsite and no vehicle access will be permitted on the court house grounds. All vehicles will be asked to off-load from the street and then be removed from the festival staging area. Due to the large logistic demand of this event, flexibility with load in location, vehicle parking, etc. is paramount. Mixing tents and all other equipment is not permitted on the grassy areas- all items must be placed on the bricked areas. Banners will be hung on the front of the stage.

Lighting Specs: No stage lighting will be required for this event.

Sound Specs:

- Suitable mixing console
- Speaker Arrays (2)
- Monitors
- Amplifiers/ Sub-woofers/cabinets/racks to support small acoustic groups
- Mics, cables, connectors, etc
- Suitable interlude music in between acts.

This stage will have a primary audience of about 500 people on the surrounding grounds. Music should be audible on the streets of the festival but not overpower general conversation. Bands will be acoustic groups and serve as background music. Mics and all appropriate equipment should be accounted for in the bid.

Power Specs:

- Electrical Generator, “Whisper” style required.
- Wire covers, connectors, cords, cable ramps, and other safety items to reduce tripping hazards.
- Delivery, pick up, fuel and other notable items are the responsibility of the bidding agency.

Stage Two- Children’s Stage

Location: Cornwall St between Wirt St and N King St

Load in: Saturday, April 18, 7:30 am (approx)
Event Details: Set up of this stage will not be available until late Friday evening or early Saturday morning. Vendor set up will also be occurring at this time so street space will be at a premium. This stage will host live children's entertainment including magicians, dancers, singers, live animals, etc. Acts will rotate throughout the day on a 30 or 60 minute cycle.

Load out: Sunday, April 19, 6:00pm (approx)

Stage Specs:

- 12x16 skirted stage
- Covered roof, trussed preferred.
- Tent height should be at least 10 ft to allow for suitable clearance on stage.
- Stage elevation should be roughly 24in in height.
- Stage stairs
- Stage will need to be properly anchored with water barrels or other weighted system suitable for hard surface.
- Dedicated staffing to facilitate timely set up and break down.
- Dedicated stage engineer throughout the event.

Sound Specs:

- Suitable mixing console
- CD Player
- Speakers
- Monitors
- Amplifiers/ Sub-woofers
- Mics, cables, connectors, etc. as needed.
- Suitable interlude music between acts

This stage will have a very shallow throw, as the audience will be in the street only. Mixing console should be on the side of the stage. A local church is located directly across the street and sound should be as minimally disruptive as possible.

Power Specs:

- Electrical Generator, "Whisper" style required.
- Wire covers, connectors, cords, and other safety items to reduce tripping hazards.
- Delivery, pick up, fuel and other notable items are the responsibility of the bidding agency.

Lighting Specs: No stage lighting will be required for this event.

B. Independence Day-2015

Date: July 4, 2015
Hours: Gates open at 6pm
Load in: July 2 or 3
Load out: July 5
Weather: In the event of rain or other poor conditions, the sound technicians on site will have the authority to suspend entertainment until conditions improve. Proper communication with the Town of Leesburg representative regarding this decision is required. Evaluation of conditions every 30 minutes is expected and every effort should be made to continue performances.

Payment: The Towns payment terms are Net 30 days.

Main Stage

Location: Ida Lee Park Festival Field, 60 Ida Lee Dr, Leesburg, VA 20176

Event Details: Set up can be done the day before the event and break down the day after. This stage will feature at least one band to play for a crowd of roughly 15,000-20,000. This is major concert performance and sound and stage quality must reflect this. A fireworks show will conclude the performance at 9:30 PM. A synced sound track will be provided from the fireworks company to be played through the sound system.

Security: The Town of Leesburg will not be liable for items left overnight in the park. While the park and recreation center will be staffed during operating hours, no dedicated security will be onsite.

Stage Specs:

- 32X24 size, skirted, 4 ft in height. Mobile Stage is highly preferred or a product of an equivalent or superior nature. Sample photos and staging specs must be provided with bid.
- 8 x 8 drum riser.
- Stage stairs, to be located at stage right.
- Covered, trussed, roofing system. Sample photos and roofing specs must be provided with bid.
- Mixing tents, tables, chairs, and all other materials needed for event production.
- Side and back wind screens/scrims. Those of a patriotic nature preferred.

- Leveling of the stage to maintain a 4 ft height will be needed.
- All mechanical support items required to construct stage including lifts, booms, ladders, wenchers, etc.
- Dedicated staffing to facilitate timely set up and break down.
- Dedicated stage engineer and stage hands throughout the event.

The stage we will be located on park grounds. Positioning of the stage within the park will be at the sole discretion of the Town of Leesburg. After stage is in place, all vehicles must be removed from park grounds and re-located to an alternate parking location.

Sound Specs:

- Minimum 40 channel mixing console for Monitor Mix
- Minimum 40 Channel mixing console for “House” Mix
- Monitors
- Speaker arrays “flown” from speaker towers or large delay towers-
- Amplifiers/ Sub-woofers/cabinets/racks to support 10 piece band.
- Mics, cables, connectors, etc as needed for 10 piece band.
- Suitable interlude music between sets. A set list will be required.

This stage will be playing to a large crowd and should be heard throughout the park. Quote should reflect all needed materials to support up to an 8 piece band. Upon contracting with entertainment, riders will be supplied to ensure all band logistics are covered.

Power Specs:

- Electrical Generator, “Whisper” style required.
- Wire covers, connectors, cords, and other safety items to reduce tripping hazards.
- Delivery, pick up, fuel and other notable items are the responsibility of the bidding agency.

Power source should support all power needs for stage, sound, and lighting. No alternate power source will be available.

Lighting Specs:

- Concert style lighting for 8 piece band- COLORado panels, 1, 2, 1VW, preferred. If alternate lighting is used, sample photos or video must be provided.

- 2 Show Guns or comparable component for additional lighting/atmosphere with variable strobe, 100,000 lumen output.
- Showpix lighting or comparable lighting component to compliment with graphic image display.

Lighting package should be able to accommodate graphic elements including logos of the Town of Leesburg, Parks and Recreation Department, and various sponsors. Images will be projected on the stages back panel/scrin. Images need to be seen by the audience (approximately 150 yards away). Images will likely be media in the form of .jpegs, .tiffs, .eps. Gobos not needed. At 9:30pm, all stage lights must be out for fireworks viewing.

IV. TERMS AND CONDITIONS

1. REJECTION OF QUOTES - The Town reserves the right to reject any or all quotes, to waive any informality in any quotes or reject any item or combination of items.
2. CONTRACT EXECUTION - In the event that the supplier to whom the contract is awarded does not execute a contract within 30 days after award, the Town may give notice to such supplier of intent to award the contract to the next lowest supplier, or to call for new quotes, and may proceed accordingly.

The contents of the quote submitted by the successful supplier and this RFQ shall become part of any contract awarded as a result of these specifications. The successful supplier shall be expected to sign a contract with the Town, a copy of which is enclosed. See Section VIII. Any exceptions to this contract must be clearly noted in your quote.

3. INQUIRIES - All inquiries concerning this RFQ must be directed, **in writing** via email to kelgin@leesburgva.gov at least 5 days prior to the due date.
4. UNDERSTANDING OF RFQ - Suppliers shall thoroughly examine and be familiar with the RFQ. The failure or omission of any supplier to receive or examine this document shall in no way relieve any supplier of obligations with respect to this quote or the subsequent contract. The submission of a quote shall be taken as prima facie evidence of compliance with this paragraph.
5. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Town.
6. EXCEPTIONS TO RFQ – Suppliers taking exception to any part or section of this RFQ shall clearly indicate such exceptions in their quote. Failure to indicate any exceptions shall be interpreted as the supplier’s intent to fully complies with

the RFQ as written. Conditional or qualified quotes are subject to rejection in whole or in part.

7. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this quote shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Commonwealth of Virginia.

SCC - Supplier must provide their identification number issued by the State Corporation Commission on the Bid Form. The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract shall become void.

8. COLLUSION AMONG SUPPLIERS – More than one quote from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a supplier has an interest in more than one quote for the work contemplated will cause rejection of all quotes in which the supplier is interested. Any or all quotes will be rejected if there is any reason for believing that collusion exists among the suppliers. Participants in such collusion may not be considered in future quotes for the same work. Each supplier, by submitting a quote and the attached RFQ Submission Form, certifies that it is not a party to any collusive action.
9. TOWN EMPLOYEES – No employee of the Town of Leesburg, Virginia, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
10. QUALIFICATION OF SUPPLIERS – Each supplier may be required, before the award of any contract, to show to the complete satisfaction of the Town that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the supplier may also be required to show past history and reference which will enable the Town to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify quote rejection.
11. LIABILITY – The successful supplier will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful supplier that make performance impossible or illegal, unless otherwise specified in the agreement.
12. RELATION TO TOWN – It is the intent of the parties hereto that the successful supplier shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the

Town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful supplier, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

13. EXPENSES INCURRED IN PREPARING QUOTE – The Town accepts no responsibility for any expense incurred in the quote preparation and presentation. Such expenses are to be borne exclusively by the supplier.
14. SUPPLIER RESPONSIBILITY – Before submitting a quote, each supplier shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a quote, each supplier shall make all investigations and examinations necessary to verify any representations made by the Town that the supplier will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful supplier from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful supplier.
15. PROTEST OF AWARD OR DECISION TO AWARD – A supplier may protest an award or decision to award a contract under procedures as set forth in the Town of Leesburg Procurement Policy.
16. ETHICS IN PUBLIC CONTRACTING – The Supplier agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377 of the VPPA.
17. INSURANCE REQUIREMENTS – Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

These certificates must be forwarded to the Purchasing Office BEFORE Purchase Order will be issued.

Insurance Requirements:

Workers Compensation	Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.
Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	
Automobile	\$2,000,000 each accident
General Liability	\$2,000,000 each accident \$2,000,000 per occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

***The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.**18. License Requirement – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2717. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid.

19. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED – Every contract in excess of \$10,000 shall include the following provisions:

a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. FAITH BASED ORGANIZATIONS – The Town of Leesburg does not discriminate against faith-based organizations.

21. Cooperative Procurement - As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

22. PAYMENT TERMS - The Towns standard payment terms are Net 30 days. Net 5 or 10 may be negotiated provided they are noted on the bid form as exceptions. Prepayment terms will NOT be accepted.

V. AWARD CRITERIA

All supporting documentation including photos, videos, spec sheets, insurance, and W9 are to be submitted with the bid. All bids will be evaluated on the following criteria:

- Price of overall package.
- Body of work that displays experience with events of a similar size, scope and nature. Please provide support material to demonstrate proficiency, range and depth of experience. Including but not limited to photos of work at like events, company background, product descriptions, etc.
- Materials list for each stage. Schematics, specs, photos, and product information for items listed is required.
- References- please provide minimum of three references that can be contacted immediately. References should be able to speak about quality of products, staff interaction, timeliness, etc.

VI. SUBMITTAL INSTRUCTIONS

1. Quote's must be submitted to:

Town of Leesburg, Procurement Office
25 W. Market St.
Leesburg, VA 20176

Quotes must be received by due date and time shown on the cover page.

2. LATE QUOTES - It is the responsibility of the supplier to insure that the quote arrives on time and at the proper location. Late quotes will not be considered.

VII. QUOTE FORM – PRICING PAGE

Reply to:
 Town of Leesburg
 25 W. Market Street
 Leesburg, VA 20176

INVITATION FOR BID
 This is not a contract
 Submit quotation on this form

Date:	Subject: Sound and Stage	Bid Due Date: February 20, 2015, 3:00 PM	IFB NO. 100411-FY15-16
--------------	------------------------------------	---	----------------------------------

Bidder Information (Name, Address, phone, fax, email)	Delivery within _____ Days ARO
	Terms _____ % _____ No of Days or _____ NET 30 Days
	F.O.B. Destination

SCC Identification No. **(Required)** _____.

BPOL License No. (If Required) _____.

Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.

Item and Description	Extended Price
Flower and Garden Show	_____.
Independence Day	_____.
Total Sound and Stage	_____.
Exceptions to Specifications (attach additional sheet if necessary)	
_____.	
_____.	
_____.	
_____.	
_____.	

Bidder Guarantees product or services offered will meet or exceed specifications identified in this Invitation for Bid, subject to all conditions stated herein and on the attached sheets.

By _____ Date _____ 2015 Title _____.

VIII. QUOTE FORM – IFB # 100411-FY15-06- Sound and Stage for Special Events
QUOTE SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____
State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Supplier [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

SUPPLIER MUST RETURN THIS FORM WITH BID

CONTRACT NO.

TITLE

This CONTRACT (the "CONTRACT") is made this ____ day of _____, 2013, by and between the TOWN OF LEESBURG, VIRGINIA (the "TOWN"), a municipal corporation, and _____ having a usual place of business at _____ (the "CONTRACTOR").

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Provision of Services. The Contractor hereby agrees to provide the following services to the Town:
2. Contract Documents. The Contract Documents consist of this Contract, RFQ No. _____, the Town Purchase Order _____ Bid dated _____. Where the terms of this Contract and the Contractor's proposal are at variance, the provisions of this Contract shall prevail.
3. Contract Term. The term of this Contract shall be twelve months beginning on _____. Upon mutual agreement of both parties, this contract can be extended for up to four additional consecutive one-year terms.
4. Contract Amount. In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with paragraph numbered 5 of this Contract. The Town agrees to pay the Contractor at the unit prices established on _____ Bid Pricing Form attached hereto as Exhibit A. The estimated annual total of this contract is \$ _____.
5. Method of Payment. Payment will be made within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later. The invoice must detail the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, Attn: Town Managers Office, 25 W. Market St, Leesburg, VA 20176

6. Applicable Law and Courts. This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
7. Assignment of Contract. This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
8. Audit. The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

9. Indemnification. Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.
10. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

<u>For TOWN:</u>	Kathy S. Elgin, CPPO, CPPB 25 W. Market St Leesburg, VA 20176
------------------	---

For CONTRACTOR:

The parties may amend such addresses by written notice to the opposite party at the given address.

11. Termination by Town without Cause. The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.
12. Integration Clause. This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF LEESBURG

OFFEROR