



Loudoun County, Virginia

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## INVITATION FOR BID

### **PETROLEUM PRODUCTS**

ACCEPTANCE DATE: Prior to 4:00 p.m., May 1, 2019 "Atomic Time"

IFB NUMBER: RFQ 40770

ACCEPTANCE PLACE: Department of Finance and Procurement  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

**A Pre-Bid Conference will be held on April 3, 2019 at 10:00am in the Purcellville Conference Room, 1 Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.**

Requests for information related to this Invitation should be directed to:

Gerald Landayan  
Contracting Officer  
(703) 771-5956  
(703) 771-5097 (Fax)  
E-mail address: [gerald.landayan@loudoun.gov](mailto:gerald.landayan@loudoun.gov)

This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: March 21, 2019

**IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE**

## INVITATION FOR BID

### PETROLEUM PRODUCTS

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Prepared By: s/Gerald Landayan Date: 03/21/2019  
Contracting Officer

# PETROLEUM PRODUCTS

## 1.0 PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain bids from Contractors to provide for the annual requirements of Petroleum Products for the Loudoun County Government (County), Loudoun County Public Schools (Schools), and the Town Of Leesburg (Town) (collectively referred to as entities), to include No. 2 Heating Fuel Oil and Off-Road Low Sulfur Diesel based upon the estimated quantities contained herein. The Contract(s) will be awarded to a wholesaler only and requires that the Contractor pay all applicable taxes.

The County, Schools, and Town are separate legal entities. The successful bidder shall be awarded individual Contracts with the County, Schools, and Town. The County, acting as the lead entity for this IFB, shall not be held liable for any costs, damages, or other obligations incurred by any other entity. In addition to the locations listed, volunteer fire and rescue companies may also elect to utilize this Contract.

Presently, none of the tanks have level monitoring equipment. Should the Contractor wish to install level monitoring equipment, it would be at Contractor's expense.

## 2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

## 3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement). Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

## 4.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation may be cause for bid to be deemed non-responsive and rejected.

The following criteria shall be met in order to be eligible for this Contract:

1. Bidder shall have a fuel storage facility located within a fifty (50) mile radius of Leesburg, Virginia.
2. Bidder shall use their own fuel hauling trucks to deliver the products requested under this Contract.

## **5.0 SPECIFICATIONS**

### **5.1 Fuel Oil**

Grade No. 2 Heating Fuel Oil shall conform in every respect to the detailed requirements of American Society of Testing Materials (ASTM) Standard D 396-80.

### **5.2 Diesel Fuel**

Grade No. 2 Diesel Fuel shall conform in every respect to the detailed requirements of ASTM Standard D 975-78 ASTM, 1990 Clean Air Act and Environmental Protection Agency. Off-Road Diesel Fuel.

### **5.3 Fuel Blending and Treatment**

#### **A. Treatment**

All diesel fuel shall be treated with an additive as follows:

1. Winter Treatment:
  - a. Treatment ratio one gallon to 500 gallons.
  - b. Treatment shall disperse moisture to prevent filter icing - with the minimum dispersing capabilities of 125 ppm.
  - c. Treatment shall lower Cold Filter Plugging Point (CFPP) on a broad spectrum of fuels by at least 10 F.
  - d. Treatment shall lower Pour Point by as much as 15 F on a broad spectrum of fuels.
  - e. Treatment shall contain a cetane improver.
  - f. Contractor shall have an on-going testing support program that will identify the following: Sulfur, API Gravity, Cloud Point, Pour Point, CFPP, and H2O.
2. All Other Months Treatment:
  - a. Treatment ratio shall be one gallon to 500 gallons.
  - b. Treatment shall have moisture dispersing capabilities of not less than 150 ppm.
  - c. Treatment shall have a cetane improver.

- d. Treatment shall contain a fuel stabilizer.
- e. Treatment shall contain an injector cleaner.
- f. Treatment shall contain a fuel dispersing package to enhance the fuel combustion process.
- g. Treatment shall have an on-going fuel testing support program that will keep the user abreast of the following: Sulfur, API Fuel Gravity, IBP & EP, Recovery Rate, and H2O.
- h. Treatment shall be able to reduce exhaust smoke and maintain low emission level standards of fifty-five percent (55%) or less.

#### 5.4 Fuel Additive

During the winter months (November, December, January, and February) the Contractor shall add fuels and antifreeze/anti-jell additive during product drops as necessary to insure the product remains fluid.

#### 5.5 Locations and Quantities of Deliveries

The locations for the delivery of petroleum products to be used under this Contract, and the estimated quantities, and the size of tanks for each location are set forth below **(SEE ATTACHMENT 2)**. All delivery locations with tank sizes of 6,000 gallons or larger shall be billed at the Truck Transport pricing schedule regardless of the amount of fuel delivered. The County, Schools, and the Town reserve the right to add or delete any location during the Contract period.

No. 2 Heating Fuel Oil and Low Sulfur Off-Road Diesel Fuel delivery will be on an automatic keep-filled basis, maintaining an operational level of the tanks at not less than half full.

## 6.0 **TERMS AND CONDITIONS**

The Contract with the successful bidder will contain the following Contract Terms and Conditions. **These Terms and Conditions are not negotiable.**

#### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

#### 6.2 Contract Term

The Contract shall cover the period from June 1, 2019 through May 31, 2020 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same prices, terms and conditions as the initial term.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

### 6.3 Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

### 6.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

### 6.5 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

### 6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
  - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or

by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A: Statutory

Coverage B: \$100,000

2. General Liability:

Per Occurrence: \$1,000,000

Personal/Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products/Completed Operations:  
aggregate \$2,000,000

Fire Damage Legal Liability: \$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:

Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. 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 payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this



Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.10 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

6.12 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the

Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. 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, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.16 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

6.21 Fuel Spills

- A. Any fuel spill which occurs during a fuel drop activity shall be reported immediately to the person in charge of the facility receiving the fuel and to the County Facilities Management (703-737-8881) for County locations. The Contractor shall be responsible for the immediate clean up of the spilled product and any contaminates caused by the spill and shall assume any liability for cost of additional clean up due to requirements of EPA or the State Water Control Board. Reimbursements of any cost to the County, (or the Schools, or Town) incurred as the result of Contractor fuel spills shall be made to the County, (or the Schools, or Town) by the Contractor. Any clean up shall meet all requirements of the Environmental Protection Agency (EPA), the Virginia State Water Control Board or other regulatory controls for any spill which may occur, including all reporting required by those agencies. The provisions of the Federal Water Pollution Control Act of 1972, as amended, provides the definition of a fuel spill and pertinent data pertaining thereto.
- B. A Fuel Spill Notification form shall be developed by the Contractor, and approved by the County's Energy Manager, the School's Central Director of Facilities Services, and the Town of Leesburg's Fleet Maintenance Supervisor, to report fuel spills. The form shall include as a minimum, the Contractor, and the name, signature, and department of the County, School or Town employee notified. A copy of the form

shall be given to the County, School or Town employee signing the notification form and an additional copy shall be forwarded to the Office of the Director of Transportation on fuel spills occurring during delivery to the School System fuel tanks, the Director of Facilities Services for spills of School system heating oil, the Director of General Services for spills occurring during deliveries to the County, or the Director of Finance for spills occurring during the deliveries to the Town of Leesburg, The form shall be sent via registered mail to the appropriate agency within forty-eight (48) hours after the spill has occurred.

6.22 Safety Devices

The Contractor will not eliminate or bypass any safety devices such as anti-spill protection incorporated in the tank systems. The Contractor will inspect the tank fill systems with the Schools Fuels Manager prior to making the first product deliveries. During this initial inspection, the Contractor will provide the Schools Fuels Manager with a written plan which will incorporate use of all tank fill systems safety devices.

6.23 Cleaning Up

The Contractor shall at all times keep the premises free from accumulation of waste, spillage or other debris caused by his employees or by delivery and discharge of fuel. At the completion of each delivery he shall remove all debris and waste fuel, etc. In case of dispute, the County, Schools, or Town may remove debris and repair damages caused by delivery of fuel and charge cost to the Contractor supply fuel.

6.24 Time of Deliveries

All deliveries, as determined between the Contractor and the legal entity, shall be made between the hours of 9:00 a.m. and 5:00 p.m., except holidays, Monday through Friday, unless otherwise requested by an authorized representative of the County, Schools or Town. The Contractor is required to make deliveries to top off tanks as needed regardless of scheduled delivery hours.

6.25 Regular Deliveries

Fuel Oil & Off-Road Sulfur Diesel Fuel deliveries shall be made on an automatic keep-filled basis, maintaining, without notification, all tanks not less than half full. Ways and means of determining when deliveries are needed in maintaining the adequate supply aforementioned shall be the responsibility of the Contractor. All fuel oil tanks shall be topped off at the end of the heating season, and this must be done during the last week of May of each year. Contractor shall identify on the invoice/delivery ticket deliveries that were made on an emergency basis.

6.26 Measuring Amount Delivered

Either the tanker truck or smaller delivery truck shall have a calibrated metering device with printed tickets issues or, if non-metered, must have seals secured at the terminal (or rack) and only removed at the delivery point by

County personnel. The delivery truck, if not metered, must be stationed on level ground during unloading.

6.27 Obstruction to Delivery

In the event there is an obstruction to the delivery of fuel, the Contractor shall immediately notify the service location's onsite designated representative so that the obstruction can be removed.

6.28 Records

The Contractor(s) shall prepare records, and at the end of each fiscal year, (June 30), submit three (3) copies of a report (electronic reports are acceptable), addressed to the Schools, Town, and County, indicating the amount of fuel, type of fuel, and price of same, dates of delivery, and the totals for the year of same for each location, including cost and gallons delivered. This report shall be in the form of a neatly prepared bound bulletin listing the locations in alphabetical order. This report is to be prepared and submitted not later than July 15 of each year to the County's Energy Manager, the School's Director of Facilities Services, and the Town of Leesburg's Fleet Maintenance Supervisor.

6.29 Quality Assurance Testing

The County, Schools, and Town may perform Quality Assurance Testing on any fuel to determine composition and quality of fuel a maximum of four (4) times per year. Such requests would come only as a direct result of either malfunction that could reasonably be expected to have been caused by poor quality fuel or any event that arises concerns about quality of the product. The cost of these tests shall be borne by the Contractor.

6.30 Application for Payment for Deliveries: To the County of Loudoun

The Contractor shall supply the County with two (2) copies of delivery tickets, showing the signature for receipt of products being delivered, at that location. The ticket shall also include the account number, the location name as listed in the delivery locations section of this Contract and the date of delivery. The Contractor shall also provide the fuel cost per gallon on the delivery ticket. Copies of delivery tickets to be submitted as follows:

- A. One (1) copy to be left at the location.
- B. One (1) copy to be submitted, along with monthly statement, to the address:

County of Loudoun, Virginia  
Department of General Services  
803 Sycolin Road, Suite 100  
Leesburg, VA 20175  
Attn: Mike Fairbanks

6.31 Application for Payment for Deliveries: To Loudoun County Public Schools Facilities Maintenance Department

The Contractor shall supply the School Board Office with two (2) copies of delivery tickets, showing the signature for receipt of products being delivered, at that location, the amount of oil and the price. The Contractor shall also provide the fuel cost per gallon on the delivery ticket.

- A. One copy to be left at the location.
- B. One copy to be submitted, along with invoice for payment, to the following address:

Loudoun County Public Schools  
Facilities Services Department  
1002-C Sycolin Road, SE  
Leesburg, VA 20175  
Attn: John Lord

6.32 Application for Payment for Deliveries: To Town of Leesburg

The Contractor shall supply the Town of Leesburg with two (2) copies of delivery tickets, showing the signature of delivery tickets, showing the signature for receipt of products being delivered, at that location, the amount of product and the price. The Contractor shall also provide the fuel cost per gallon on the delivery ticket.

- A. One (1) copy to be left at the location.
- B. One (1) copy to be submitted, along with invoice for payment, to the following address:

Town of Leesburg  
Attn: Accounts Payable  
25 W Market Street  
Leesburg, VA 20176

6.33 Liquidated Damages

- A. Contractor will repair, or reimburse the County, School or Town for repair of damages to any County, School or Town structure if said damages resulted from the fact that the fuel tank had run dry.
- B. The County, School or Town will incur damages if the Contractor allows tanks at County, School or Town facilities to become more than half empty. Because the amount of damages is impractical to ascertain exactly, the Contractor will be assessed damages (and not a penalty) of \$250 per documented occurrence for each occurrence over three (3) in any one Contract year.



#### 6.34 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

#### 6.35 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### 6.36 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

### 6.37 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

#### A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

#### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

#### C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

### 6.38 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.39 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.40 Governing Laws/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law's provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.41 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR**

TBD

**FOR COUNTY NOTICES:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Gerald Landayan  
Via delivery method (a) or (b)  
1 Harrison Street, SE, 4th Floor  
Leesburg, VA 20175

**Or**

Via delivery method (c)  
P.O. Box 7000  
Leesburg, VA 20175

**FOR SCHOOL NOTICES:**

Edward "Don" Treanor  
Director of Facilities Services  
Loudoun County Public Schools  
Facilities Services Department  
1002-C Sycolin Road, SE  
Leesburg, VA 20175

## **FOR LEESBURG NOTICES:**

Kathy S Elgin

Town of Leesburg

25 W Market Street

Leesburg, VA 20176

### **6.42 Licensure**

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

### **6.43 Authority to Transact Business in Virginia**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### **6.44 No Smoking**

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

### **6.45 Background Checks**

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check **MUST** be completed and received by the County Contract Administrator before any personnel can work on County property. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor **MUST** remove any

employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Contract.

**NOTE:** the Contractor will have all employees working at County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

#### 6.46 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the

County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

**6.46 Counterparts**

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

**6.47 Emergency Contact**

Emergency Contact: For the purpose of this Contract, an emergency is defined as any condition(s) which is a threat to the health, welfare or the safety of people and/or property or a condition which will affect an essential service(s) as determined by the Contract Administrator or his authorized representative(s). Contractor shall respond to requests for emergency service calls within two (2) hours after notification. For emergency calls, outside normal working hours (weekend and/or holidays), the Contractor shall provide a contact person's name and telephone number, or have an answering service. Contractors using an answering service in lieu of a contact person, or a contact person who does not pick up when first contacted, shall be required to initiate a call back to the County within thirty (30) minutes. Response time to site of emergency shall be within two (2) hours of call back to the County.

## **7.0 INSTRUCTIONS TO BIDDERS**

**7.1 Preparation and Submission of Bids**

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on IFB Bid Pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the IFB requiring execution by the bidder are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date specified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/>

[5/java](#). Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.

- G. Bids may be submitted via US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 1 Harrison Street, S.E., 4<sup>th</sup> Floor, Leesburg, Virginia 20175.

Faxed and e-mailed bids will not be accepted. (Please note: Bidders choosing to submit bids via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).

- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this IFB.

#### 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 12:00 p.m. April 8, 2019**. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

#### 7.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

#### 7.4 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with

the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting

For the County:

Mike Fairbanks at [Mike.Fairbanks@loudoun.gov](mailto:Mike.Fairbanks@loudoun.gov)

For Loudoun County Public Schools

John Lord at [John.Lord@LCPS.org](mailto:John.Lord@LCPS.org)

For Town of Leesburg

Todd Shaffer at [TShaffer@leesburgva.gov](mailto:TShaffer@leesburgva.gov)

7.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

7.6 Unit Price

The Acquisition cost will be the Oil Price Information Service (OPIS) daily average price the day before delivery out of the Fairfax Terminal for all products delivered under this contract. Prices quoted are to be F.O.B. the delivery locations. For bidding purposes, the OPIS Price at the close on **March 31, 2019** is to be used, insert **March 31, 2019** OPIS Price as the Acquisition Cost on the attached Bid Pricing Forms.

7.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

7.8 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.9 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO



BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

7.10 Correction or Withdrawal of Bids and Cancellation of Awards under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.11 Subcontractors

Subcontractors are not permitted under this contract. The County will not accept bids from firms who will not be using their own transport trucks.

7.12 Use of Brand Names

Unless otherwise provided in this IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered

meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

7.13 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsible. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.14 Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.15 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.16 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.17 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.18 Prohibition as Subcontractors under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement

for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.19 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.20 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti Trust violations.

7.21 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

All factors, including acquisition cost, freight cost, mark-up and net price per gallon will be analyzed to determine a contract award that is deemed to be in the best interest of the County, Schools and Town.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.22 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.23 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)) and on the bulletin board located in the Division of Procurement, 4<sup>th</sup> floor, One Harrison St, SE, Leesburg, Virginia 20175.

7.24 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.25 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.26 Proof of Authority to Transact Business in Virginia

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.27 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.

7.28 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions contained herein.

7.29 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.30 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

7.31 Legal Action

No vendor or potential vendor shall institute any legal action until all statutory requirements have been met.

7.32 Vendors Source of Supply

All bidders shall indicate on the attached bid pricing forms their primary source of supply for the petroleum products covered under this IFB.



## Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia 20175

### 8.0 PETROLEUM PRODUCTS BID SUBMISSION FORM

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

**NOTICE TO BIDDERS:** The following required services shall be provided according to the contract terms and conditions contained herein.

**TOTAL FROM ATTACHMENT #1** \$ \_\_\_\_\_

- A. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM: INCLUDED: (X)

- |                                   |       |
|-----------------------------------|-------|
| 1. W-9 Form:                      | _____ |
| 2. Certificate of Insurance:      | _____ |
| 3. Addenda, if any (Informality): | _____ |

- B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (7.2).

ITEM: INCLUDED: (X)

- |  |                             |
|--|-----------------------------|
| 1. Addenda, if any:  | _____                       |
| 2. Payment Terms:  | _____ net 30 or _____ Other |
| 3. Proof of Authority to Transact Business in Virginia Form: | _____                       |
| 4. F.O.B. Destination-Freight prepaid and included           | _____                       |
| 5. References  | _____                       |
| 6. <b>INVOICE PROOF</b> for Acquisition Cost (Sect 7.6)      | _____                       |
| 7. Primary Source of supply                                  | _____                       |

Person to contact regarding this bid:\_\_\_\_\_

Title:\_\_\_\_\_Phone:\_\_\_\_\_Fax:\_\_\_\_\_

E-mail\_\_\_\_\_

Name of person authorized to bind the Firm (7.8):\_\_\_\_\_

Signature:\_\_\_\_\_Date:\_\_\_\_\_

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



References for:

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

RFQ 40770

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

RFQ 40770

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •**

**PO Box 7000 • Leesburg, VA 20177**

### **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOC”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

#### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOC and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

**ATTACHMENT 1  
BID PRICING FORM**

**1 LOUDOUN COUNTY PUBLIC SCHOOL**

Item	No. 2 Heating Fuel Oil
	Escalating/Deescalating Acquisition Cost per Gallon
+	_____ Freight Cost per Gallon
+	_____ Mark Up per Gallon
=	_____ Total Cost per Gallon
x	<u>216,900</u> Estimated Gallons
	_____ Total Projected Cost

**2 TOWN OF LEESBURG**

Item	Off- Road Low Sulfur #2 Diesel Fuel
	Escalating/Deescalating Acquisition Cost per Gallon
+	_____ Freight Cost per Gallon
+	_____ Mark Up per Gallon
=	_____ Total Cost per Gallon
x	<u>23,650</u> Estimated Gallons
	_____ Total Projected Cost

**3 LOUDOUN COUNTY GOVERNMENT**

Item	Off- Road Low Sulfur #2 Diesel Fuel
	Escalating/Deescalating Acquisition Cost per Gallon
+	_____ Freight Cost per Gallon
+	_____ Mark Up per Gallon
=	_____ Total Cost per Gallon
x	<u>139,530</u> Estimated Gallons
	_____ Total Projected Cost

Item	Diesel for Generators
	Escalating/Deescalating Acquisition Cost per Gallon
+	_____ Freight Cost per Gallon
+	_____ Mark Up per Gallon
=	_____ Total Cost per Gallon
x	4,028 Estimated Gallons
	_____ Total Projected Cost

**TOTAL COST (Total for all Sections above)**

\$\_\_\_\_\_.

**Testing Laboratory Name and address:**

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**ATTACHMENT 2****LIST OF SITES**

<b><u>I. LOUDOUN COUNTY PUBLIC SCHOOLS</u></b>		
<b>Number 2 Heating Fuel Oil</b>		
<b>LOCATION</b>	<b>EASTIMATED USAGE (GALLONS)</b>	<b>TANK SIZE (GALLONS)</b>
Aldie ES 23269 Meetinghouse Lane Aldie, Virginia, 20105	11,200	4,000
Banneker ES 35231 Snake Hill Road Middleburg, Virginia 20117	7,500	4,000 1,000
Culbert ES 38180 West Colonial Highway Hamilton, Virginia 20158	16,000	4,000
Emerick ES 440 South Nursery Avenue Purcellville, Virginia 20132	11,000	4,000
Hamilton ES 54 South Kerr Street Hamilton, Virginia, 20158	6,100	4,000
Harmony MS 38174 West Colonial Highway Hamilton Virginia, 20158	33,000	8,000
Loudoun Valley HS 340 North Maple Avenue Purcellville, Virginia 20132	35,000	10,000
Mountain View ES 36803 Alder School Road Purcellville Virginia, 20132	19,500	6,000
Round Hill Center 20 High Street Round Hill, Virginia 20141	10,600	4,000
Round Hill ES 17115 Evening Star Drive Round Hill, Virginia 20141	12,500	6,000
Waterford ES 15513 Loyalty Road Waterford, Virginia, 20197	6,500	4,000
Western Loudoun Support Center 38159 Colonial Highway Hamilton Virginia, 20158	7,000	4,000
Woodgrove HS 36811 Alder School Road Purcellville, Virginia 20132	41,000	10,000
<b>TOTAL</b>	<b>216,900</b>	

<b>II. TOWN OF LEESBURG</b>		
<b><u>Off- Road Low Sulfur #2 Diesel</u></b>		
<b>LOCATION</b>	<b>EASTIMATED USAGE</b>	<b>TANK SIZE</b>
Airport 1001 Sycolin Rd Leesburg, Virginia 20175	1,500	500.00
Airport Pump Station 890 Sycolin Road Leesburg, Virginia 20176	100	1000 (B)
Big Springs Sewage Pump Station Dry Hollow Road Leesburg, Virginia 20176	100	100 (A)
Cattail Branch Pumping Station Dirt Road at end of Parker Ridge Road Leesburg, Virginia 22075	1,000	3000 (B)
Goose Creek Pump Station 43725 Olympic Blvd. Leesburg, Virginia 20175	100	600 (A)
Leesburg Police Department 65 Plaza Street Leesburg, Virginia 20176	650	650 (A)
Old Waterford Knoll Sewage Pump Station Old Waterford Road Leesburg, Virginia 20176	100	100 (A)
Portable 150KW Generator 43234 Edwards Ferry Road Leesburg, Virginia 20176	100	200 (A)
Potomac Crossing Sewage Pump Station Barksdale Road Leesburg, Virginia 20176	100	100 (A)
Potomac Pump Station 43530 Shoal Creek Drive Leesburg, Virginia 20176	100	600 (A)
Route 643 Booster Pumping Station 301 Sycolin Road SE Leesburg, Virginia, 20176	300	500 (A)
Water Filtration Plant 43234 Edwards Ferry Road Leesburg, Virginia 20176	9,500	2000 (Boiler) 1800 (A) 1800 (A)
Water Pollution Control 390 Leesburg Pike Leesburg, Virginia 20176	10,000	10000 (B)
<b>TOTAL</b>	<b>23,650</b>	



<b>III. LOUDOUN COUNTY GOVERNMENT</b>		
<b><u>Off- Road Low Sulfur Diesel</u></b>		
<b>LOCATION</b>	<b>EASTIMATED USAGE</b>	<b>TANK SIZE</b>
Landfill 21101 Evergreen Mills Road Leesburg, Virginia 20175	125,000	Multiple Tanks
Shenandoah Bldg. 102 Heritage Way N. E. Leesburg, Virginia 20176	275	500 (G)
COMTWR ECC 16600 Courage Ct. Leesburg, Virginia 20175	3,000	225 (G) & 1000 (G)
Work Release 16550 Courage Ct. Leesburg, Virginia 20175	100	300 (G)
COMTWR Dulles Exit #7 22318 Shelhorn Rd. Ashburn, Virginia 20147	300	300 (G)
Government Center 1 Harrison St. SE Leesburg, Virginia 20177	500	1000 (G)
D.I.T. Computer Services 41975 Loudoun Center Pl. Leesburg, Virginia 20175	2,500	6000 (below B)
COMTWR Ashburn 23069 Builders Lane Ashburn, Virginia 20147	100	300 (G)
COMTWR Leesburg 319 E. Market St. Leesburg, Virginia 20176	100	300 (G)
JDC Juvenile Detention Center 42020 Loudoun Center Place Leesburg, Virginia 20175	100	300 (G)
COMTWR Sterling 45750 Elmwood Court Sterling, Virginia 20166	100	300 (G)
Animal Shelter 39820 Charlestown Pike Waterford, Virginia 20197	560	150 (G)
Fire-Rescue Training Trailers 16591 Courage Court Leesburg, Virginia 20175	100	300 (G)
Adult Detention Center 42035 Loudoun Center Pl Leesburg, Virginia 20175	2,000	Two (2) 1000 Gallon tanks
Judicial Center 18 E Market Street Leesburg, Virginia 20175	200	300

Carver Senior Center 200 Willie Palmer Way Purcellville, Virginia 20132	100	57 (G)
Purcellville Safety Center 500 N. Maple Avenue Purcellville, Virginia 20134	100	1500 (G)
Eastern Loudoun Sheriff Sub 46620 East Frederick Drive Sterling, Virginia 20164	250	1000 (G)
Emergency Operation Center 801-Sycolin Road Leesburg, Virginia 20175	1,000	2000 (G)
Middleburg Fire & Rescue #3 910 West Washington Street Middleburg, Virginia 20117	75	200 (G)
Aldie Fire & Rescue #7 39459 John Mosby Hwy (Route 50) Aldie, Virginia 20105-2035	75	225 (G)
Lovettsville Fire & Rescue #12 12837 Berlin Turnpike Lovettsville, Virginia 20180	75	200 (G)
Lansdowne Safety Center #22 19485 Sandridge Way Leesburg, Virginia 20176	100	474 (G)
Neersville / Loudoun Heights F&R 13345 Harpers Ferry Road Purcellville, Virginia 20132	50	1500 (G)
Sheriff / Admin office 803 Sycolin Road Leesburg, Virginia 20175	500	1900 (G)
Safety Center / Moorefield 434995 Ryan Road Leesburg, Virginia 20175	50	1125 (G)
Safety Center / Dulles South 25216 Loudoun County Parkway Chantilly, Virginia 20152	50	1470 (G)
Brambleton Safety Center 23675 Belmont Ridge Road Ashburn, Virginia 20148	200	2000 (G)
Kincora Volunteer F&R 21130 Pacific Boulevard Sterling, Virginia 20166	200	1300 (G)
Group Home 410 E Street, East Purcellville, Virginia 20132	30	200 (G)
Mobile #1 Red Unit 102 North Street Leesburg, Virginia 20175	260	260 (G)
Mobile #2 White Unit 16600 Courage Court Leesburg, Virginia 20175	180	180 (G)

Mobile #4 White Unit 16600 Courage Court Leesburg, Virginia 20175	200	200 (G)
Mobile #6 16600 Courage Court Leesburg, Virginia 20176	200	200 (G)
Mobile #3 Green Unit @ DIT 41975 Loudoun Center Place Leesburg, Virginia 20175	200	180.00
Sherriff's Office - Western 47 West Loudoun Street Round Hill, Virginia 20141	500	1,400.00
Group Home 106 N. Kennedy Road Sterling, Virginia 20164	200	130.00
<b>TOTAL</b>	<b>139,530</b>	
<b><u>IV. LOUDOUN COUNTY PUBLIC SCHOOLS</u></b>		
<b><u>Diesel for Generators</u></b>		
<b>LOCATION</b>	<b>EASTIMATED USAGE</b>	<b>TANK SIZE</b>
Academies of Loudoun 42075 Loudoun Academy Drive Leesburg, VA 20175	310	1,000
Administration Building 21000 Education Court Ashburn, Virginia 20148	177	400
Arcola ES 41740 Tall Cedars Parkway Aldie, Virginia 20105	78	545
Belmont Ridge MS 19045 Upper Belmont Place Leesburg, Virginia 20176	123	150
Briar Woods HS 22525 Belmont Ridge Road Ashburn, Virginia 20148	176	1,000
Buffalo Trail ES 42190 Seven Hills Drive Aldie, Virginia 20105	114	545
Carter ES 43330 Loudoun Reserve Drive Ashburn, Virginia 20148	33	545
Champe HS 41535 Sacred Mountain Street Aldie, Virginia 20105	51	1,000

Creighton's Corner ES 23171 Minerva Drive Ashburn, Virginia 20148	36	545
Culbert ES 38180 West Colonial Highway Hamilton, Virginia 20158	48	545
Dominion HS 21326 Augusta Drive Sterling, Virginia 20164	119	1,000
Eagle Ridge MS 42901 Waxpool Road Ashburn, Virginia 20148	67	150
Facilities Services 1002-C Sycolin Road, SE Leesburg, VA 20175	97	280
Farmwell Station MS 44281 Gloucester Parkway Ashburn, Virginia 20147	87	150
Freedom HS 25450 Riding Center Drive South Riding, Virginia 20152	125	1,000
Goshen Post ES 24945 Lobo Drive Aldie, VA 20105	45	545
Harmony MS 38174 West Colonial Highway Hamilton, Virginia 20158	78	150
Harper Park MS 701 Potomac Station Drive, NE Leesburg, Virginia 20176	132	100
Heritage HS 520 Evergreen Mill Road, SE Leesburg, Virginia 20175	154	1,000
Leesburg ES 323 Plaza Street Leesburg, Virginia 20176	16	100
Liberty ES 25491 Riding Center Drive South Riding, Virginia 20152	68	545
Lucketts ES 14550 James Monroe Highway Leesburg, Virginia 20176	104	230
Meadowland ES 729 Sugarland Run Drive Sterling, Virginia 20164	41	100
Mountain View ES 36803 Alder School Road Purcellville, Virginia 20132	88	214
Mt. Weather Communications Tower 18250 Blue Ridge Mountain Road Bluemont, VA 20135	139	200

River Bend MS 46240 Algonkian Parkway Sterling, Virginia 20165	196	150
Riverside HS - School 19019 Upper Belmont Place Leesburg, Virginia 20176	110	910
Riverside HS - Stadium 18950 Charlena Beth Drive Leesburg, Virginia 20176	27	200
Rock Ridge HS 43460 Loudoun Reserve Drive Ashburn, Virginia 20148	126	1,074
Rolling Ridge ES 500 East Frederick Drive Sterling, Virginia 20164	74	130
Seneca Ridge MS 98 Seneca Ridge Drive Sterling, Virginia 20164	77	150
Simpson MS 490 Evergreen Mill Road Leesburg, Virginia 20175	97	100
Stone Bridge HS 43100 Hay Road Ashburn, Virginia 20147	157	1,000
Sugarland ES 65 Sugarland Run Drive Sterling, Virginia 20164	94	130
Sycolin Creek ES 21100 Evergreen Mills Road Leesburg, Virginia 20175	36	545
Transportation Facility 42000 Loudoun Center Place, SE Leesburg, Virginia 20175	25	1,000
Tuscarora HS 801 North King Street Leesburg, Virginia 20176	125	1,000
Waterford ES 15513 Loyalty Road Waterford, Virginia 20197	60	78
Weller ES 20700 Marblehead Drive Ashburn, Virginia 20147	76	545
Woodgrove HS 36811 Alder School Road Purcellville, Virginia 20132	242	545
<b>TOTAL</b>	<b>4,028</b>	