

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23
Warrenton, Virginia 20186

Phone: 540.422.8354

Fax: 540.422.8355

NOTICE OF CONTRACT AWARD

DATE: August 23, 2021

COMMODITY NAME: Oxygen, Medical, Refill and Rentals

CONTRACT NUMBER: CR40-21ksc, (Riding Loudoun County)

CONTRACT PERIOD: March 16, 2020 through January 14, 2021

RENEWALS: Three (3) One(1) yr. renewal options
Renewal #1: January 15, 2021 through January 14, 2022

CONTRACTOR: Fidelity Engineering Corporation DBA Fidelity Power
Systems
5571B Hollins Road
Roanoke, VA 24019

TERMS: Net 45 days

DELIVERY: See contract details

FOR FURTHER INFORMATION CONTACT: Kathy H. Stanley, CPPB
Senior Buyer
Phone: 540.422.8354

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

CR40-20ksc, Oxygen, Medical, Refill and Rentals (Riding Loudoun County RFQ 122782)

INSTRUCTIONS

1. **Orders:** All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a "Not to exceed" estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor's invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG&PS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. **Renewals:** As stated on the face of this notice, there are three (3) 1 yr. renewals with two (2) remaining.
6. **Pricing:** See attached price sheets.

activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.38 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.39 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.0 PRICING TABLE

Item Description	Rental Unit Price (per day)	Refill Unit Price (each)
"M" Class Cylinders	\$ 0.20	\$ 6.90
"D" Class Cylinders	\$ 0.165	\$ 4.95
"K" Class Cylinders	\$ 0.20	\$ 9.50

Item Description	Cost/Fee
Standard Delivery	\$25.00 each
Emergency Delivery	
Same-Day Delivery	\$100.00 each
Weekend Delivery	\$250.00 each
After-Hours Delivery	\$250.00 each
Hazardous Material Fee (Rentals ONLY) (include billing frequency – monthly/annually)	\$13.50 per delivery location, per month

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (703) 737-8493
Fax: (703) 771-5097

By: 

Name: Katrice A. Walker, CFCM

Title: Contracting Officer

Date: 28 January 2020

ROBERTS OXYGEN COMPANY, INC.

15830 Redland Road
Rockville, MD 20855

Phone: (540) 662-1180
Fax: (540) 722-9353

By: 

Name: Scott A Van Pelt

Title: Vice President - Sales

Date: 1/14/2020

APPROVED AS TO FORM

By: 
Theresa J. Fontana
Assistant County Attorney