

RESOLUTION NO. 2017- 527

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SIEMENS ENERGY INC., HOUSTON, TX, FOR THE CLAYVILLE UNIT 1 REPLACEMENT CASCON LUBE OIL PUMP PROCUREMENT, IN THE AMOUNT OF \$67,986.90.

WHEREAS, the Vineland Municipal Electric Utility Clayville Unit 1 experienced failure of the Cascon Lube Oil Pump, the primary source of engine lubrication; and

WHEREAS, to resume unit operation, a used spare was installed but must be replaced with a new pump as soon as possible to ensure winter reliability;

WHEREAS, the City of Vineland has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the Director of Municipal Utilities has recommended that a contract be awarded to Siemens Energy Inc., Houston, TX, for the Clayville Unit 1 Replacement Cascon Lube Oil Pump Procurement, in the amount of \$67,986.90; and

WHEREAS, Siemens Energy Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Siemens Energy Inc. has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Siemens Energy Inc. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. The Purchasing Agent be and the same is hereby authorized to issue contract to Siemens Energy Inc., Houston, TX, for the Clayville Unit 1 Replacement Cascon Lube Oil Pump Procurement, in the amount of \$67,986.90.
2. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
3. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

11/29/2017

(DATE)

1. Service (detailed description): Clayville Unit 1 Replacement Cascon Lube Oil Pump Procurement (due to premature failure)
2. Amount to be Awarded: \$ 67,986.90

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 500,000
4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____
5. **Account Number to be Charged: 002-0-55-90-9001-2-9022000 E346C-1/X-2
6. Contract Period: One time procurement
7. Date To Be Awarded: 12/12/2017
8. Recommended Vendor and Address: Siemens Energy Inc. 1200 West Sam Houston Parkway North, Houston, TX 77043

9. Justification for Vendor Recommendation:(attach additional information for Council review)
On 11/3/2017 Clayville Unit 1 experienced premature failure of the Cascon Lube Oil Pump (primary source of engine lubrication). To resume unit operation a used (end of life) spare was installed as it was the only available option. This pump must be replaced ASAP to ensure winter reliability. Siemens only has 1 in stock.

- Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: Steve August x4241 SMA 11/29

11. Approved by: *John Liller*

12. Attachments:

- Awarding Proposal
 Other: Siemens Quotation

- Send copies to:
Purchasing Division
Business Administration *BA*

** If more than one account #, provide break down



SIEMENS

Quotation 20107358

Mount Vernon Assembly and Test Siemens Energy Inc, N. Sandusky St. 105,
43050 Mount Vernon, USA

CITY OF VINELAND
640 E WOOD ST
VINELAND NJ 08360
USA

Name: MEGHAN GIBSON
Department: Parts Coordinator
Telephone: 713-346-1759
Fax:
E-mail: MEGHAN.GIBSON@SIEMENS.COM
Your Inquiry: LTP - VINELAND Cascon Pump
Inquiry Date: Nov. 3, 2017
Reference:
Doc. Date: Nov. 3, 2017

Siemens Machine Reference:
209293 Gas Turbine 42336029

Model number:
SGT-A65 TR

Dear Sir or Madam,

We thank you for your enquiry and now have pleasure in quoting as attached.

We trust our offer will be acceptable to you and now look forward to receiving your further instructions.

Mount Vernon Assembly and Test Siemens Energy Inc
Power Generation Services; Management: Tim Oliver Holt
Distributed Generation and Oil & Gas; Management: Thorbjörn Fors

Siemens Energy, Inc
1209 Orange St., 19801 Wilmington, DE
Company Registration: 13-3987280

Office Address:
N. Sandusky St. 105
43050 Mount Vernon
USA

Tel : +1 740-393-2000
Fax: +1
www.siemens.com

Item	Designation	Quantity	Price in USD per unit	Total in USD
10	PUMP Lube Oil Material: 147D001G HS Code: Current delivery time: 10 working days Standard delivery time: 10 working days Customer Price:	1.000 EA	67,986.90	67,986.90
Net value:				67,986.90
Taxes:				0.00
Total (USD):				67,986.90

Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Compliance with Export Control Regulations

1 If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

2 If required to conduct export control checks, Purchaser, upon request by Siemens, shall promptly provide Siemens with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.

3 Purchaser shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

Pricing base:

Terms of delivery:

CIP 640 E WOOD ST
Incoterms® 2010

Delivery time:

Tax information:

The total sales price does not include taxes, customs duties or similar.

Value-added tax:

Plus the statutory value-added tax obtaining on the day of performance of contract.

Down payments and interim payments shall be remitted to us plus the statutory value-added tax obtaining at the time of invoicing.

Terms of payment:

Within 30 days Due net

Bank details:

Payment by check: Siemens Energy, Inc.
Dept CH 14429
60055-4429 Palatine, IL
Bank: BNY MELLON, ,
SWIFT: IRVTUS3N
Bank code or NSC: 043000261
Account No.: 0009040527

Remittance advice to be sent to:
Ron.mcnutt@siemens.com
Siemens Energy, Inc.
4400 N. Alafaya Trail, MC Q2-196
USA

Valid to:

Feb. 3, 2018

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