

**RESOLUTION NO. 2021- 669**

**A RESOLUTION AUTHORIZING PAYMENT TO SIEMENS ENERGY, HOUSTON, TEXAS, FOR REPAIRS TO CLAYVILLE UNIT 1 AND DOWN UNIT 11 GENERATING STATIONS IN ACCORDANCE WITH A LONG TERM SERVICE AGREEMENT**

**WHEREAS**, the City of Vineland has entered into a Long Term Service Agreement with Siemens Energy, Inc. Houston TX.(Siemens) for parts, repairs and repair project management to the Unit 11 and Clayville Generating Stations (Generating Stations); and

**WHEREAS**, the services to be provided are proprietary in nature and are in furtherance of a Long Term Service Agreement and therefore are exempt from public bidding in accordance with N.J.S.A. 40A:11-5 et seq.; and

**WHEREAS**, Siemens has performed regular maintenance inspections on the Generating Stations and recommended certain necessary maintenance and repairs as permitted in accordance with the Long Term Service Agreement at the discounted cost in the amount of \$226,571.48; and

**WHEREAS**, the Vineland Municipal Electric Utility is requesting authorization for Siemens expenses as attached hereto in accordance with the Long Term Maintenance Agreement; and

**WHEREAS**, the availability of funds for payment to Siemens in accordance with the Contract have been certified by the Chief Financial Officer from account number 1-05-55-502-9001-53353; and

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Vineland that payment in the amount of \$226,571.48 shall be made in accordance with the Long Term Service Agreement.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

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

12/22/2021

(DATE)

1. Service (detailed description): Siemens Expenses for Unit 11 & Clayville  
Generating Stations provisioned under the Long Term Service Agreement

2. Amount to be Awarded: \$ 226,571.48

- Encumber Total Award  
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 950,000.00

4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: 1-05-55-502-9001-53353 E553X & E553C

6. Contract Period: Budget Year 2021

7. Date To Be Awarded: 12/28/2021

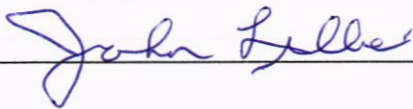
8. Recommended Vendor and Address: Siemens Energy Inc. 1200 West Sam Houston  
Parkway North, Houston TX 77043

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
\*please see attached cost breakdown for Siemens parts and service provisioned  
under the current Long Term Service Agreement

Charges will be split as follows: E553X - 50% / E553C - 50%

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

10. Evaluation Performed by: Steve August x4241

11. Approved by: 

12. Attachments:

- Awarding Proposal  
 Other: Cost Breakdown

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

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

**December 2021 Siemens LTSA Expenses revised 12/22/2021**

<b>Quote #</b>	<b>Amount</b>	<b>Description</b>
VMEU_032	\$ 12,951.00	Brush Generator Support
20237332	\$ 852.50	Grating Clips
20237980	\$ 135,756.62	Solenoid Banks
VMEU_033_r2	\$ 62,847.50	Block & Bleed Valves
VMEU_034_r1	\$ 14,163.86	Brush Generator Parts
<b>TOTAL</b>	<b>\$ 226,571.48</b>	

# SIEMENS

# EWA / Change Order

EWA No.:	VMEU_032_ChangeOrder1	Revision:	0
Customer:	Vineland Municipal Electric Utility	Site:	Howard Down Unit 11
Purchase Order No:	PO# 21-07555	SEI Job No:	Fall 2021 Outage
Customer Contact:	Steve August	Contact Phone No.:	+1 (609) 784 - 2678
Authorized Customer Signatory:	N/A	Authorized Signatory Phone No:	N/A
SEI Site Contact	Viktor De Leon	Contact Phone No:	+1 (317) 294 - 7091

### 1. Scope of Additional Work, Material, Other:

Extension of 50K inspection services over at Howard Down Unit 11 due to following reasons:

- a. Tight quarters around the DE of the unit
- b. Weather delays
- c. Seized dowel locating pins that had to be drilled out

### 2. Estimated Price Impact:

Price is affected:      Yes                          No   

If Yes, price change described is:

- Fixed and Firm at:  
 or  Billable at the Time and Material Rates of the original contract (including tooling charges)

### 3. Estimated Schedule Impact:

Impacts project completion/delivery:      Yes                          No   

If Yes, the estimated schedule impact is:      3 days

### 4. Remarks/Comments:

Based on Brush's T&M, the final overage value is **\$12,951.00**

Howard Down Power Station					
Minor Inspection Level 2 (50K)					
EWA Days 10/31/21 - 11/2/21 (T&M)					
Engineer Labor					
Liam Shine		16	ST Hours	\$ 147.00	\$ 2,352.00
		20	OT Hours	\$ 220.50	\$ 4,410.00
Oliver Parsons		8	ST Hours	\$ 147.00	\$ 1,176.00
		16	OT Hours	\$ 220.50	\$ 3,528.00
<b>Subtotal</b>					<b>\$ 11,466.00</b>
Per Diem					
Liam Shine		3	Days	\$ 297.00	\$ 891.00
Oliver Parsons		2	Days	\$ 297.00	\$ 594.00
<b>Subtotal</b>					<b>\$ 1,485.00</b>
<b>Total</b>					<b>\$ 12,951.00</b>

Unrestricted

**Quotation Number:**

**VMEU\_034\_r1**



**CUSTOMER**  
Vineland Municipal Electric Utility  
211 N. West Avenue  
Vineland, NJ 08360  
(856) 794-4000

**SIEMENS CONTACT:**  
Viktor De Leon  
1202 W. Sam Houston  
Houston, TX 77043  
Cell: +1-317-294-7091

**THIS QUOTE IS VALID TO: 9 January 2022 unless withdrawn**

**All delivery terms as per LTP Contract**

**CUSTOMER REFERENCE NUMBER(S): M.A442**

**Payment Terms: Payment due in 30 days  
from invoice date**

To whom it may concern:

Here is our quotation in response to your inquiry / order detailed below. Please use the quotation number shown at the top of this document in any future correspondence.

Item No.	Description	Qty	UoM	Brush Reference P/N and Lead Time	Unit Price	Total (USD)
1	Gear Coupling - Replacement Kit	2	EA	S701849501 LT: 12 weeks	\$ 4,564.49	\$ 9,128.98
2	Earthing Brush Dets	2	EA	S317960701 LT: 10 weeks	\$ 2,517.44	\$ 5,034.88
<b>TOTAL PRICE</b>						<b>\$ 14,163.86</b>

Note:

1. Siemens Energy reserves the right to adjust the selling price on the basis of a change in the invoice of the OEM.
2. Original Equipment Manufacturer warranty applies.
3. Quotation includes shipping and handling of all parts.



## Quotation 20237980

Siemens Energy, Inc. Houston  
1200 West Sam Houston Parkway North, Houston, TX 77043, USA

CITY OF VINELAND  
640 E WOOD ST  
VINELAND NJ 08360  
USA

Name: Ms Amy Capitano  
Department: SE GP I SV NA LTP OM

Telephone: **Capitano Amy**  
z002560c  
Fax: z002560c  
E-mail: amy.capitano@siemens-energy.com

Digitally signed by Capitano Amy  
z002560c  
DN: cn=Capitano Amy z002560c, o=US,  
ou=SEI, ou=SE GP I SV NA LTP OM,  
email=amy.capitano@siemens.com  
Date: 2021.12.10 10:53:21 -0500

Your Inquiry: Vineland / Solenoid Valve  
Inquiry Date: Nov. 19, 2021  
Doc. Date: Nov. 19, 2021

**Our machine reference:**  
SPARES31 Spares Dummy Plant  
3100 Mount Vernon

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.

Item	Designation	Quantity	Price in USD per unit	Total in USD
10	<b>Solenoid Bank #1</b> Material: TRN17601 HS Code: 8481.80.9005 Current delivery time: 2 working weeks Standard delivery time: 59 working weeks Price: Customer Price:	1.000 EA	38,846.00	38,846.00
	NJ0836099	0.00%	TAX	0.00
20	<b>Solenoid Bank #2</b> Material: TRN17602 HS Code: 8481.80.9005 Current delivery time: 4 working weeks Standard delivery time: 59 working weeks Price: Customer Price:	2.000 EA	48,455.31	96,910.62
	NJ0836099	0.00%	TAX	0.00
Net value:				135,756.62
Taxes:				
Total (USD):				135,756.62

For your information: For pricing the following items were taken into account:

Siemens Energy, Inc. Houston

Office Address: 1200 West Sam Houston Parkway North Houston, TX 77043 USA  
Tel : +1 (281) 436-8782  
Fax: +1  
siemens-energy.com

Siemens Energy, Inc.  
1208 Orange st, Wilmington DE 19801 USA  
Company Registration: 13-3987280

Siemens Energy is a trademark licensed by Siemens AG.

*Siemens Energy 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 Energy or works and services (including all kinds of technical support) performed by Siemens Energy 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 Energy, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.*

*3 Purchaser shall indemnify and hold harmless Siemens Energy 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 Energy 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:**

DAP Customer Site  
Incoterms® 2020

**Delivery time:**

**Tax information:**

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

**Tax:**

Plus the statutory tax obtaining on the day of performance of contract.

Down payments and interim payments shall be remitted to us plus the statutory 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: The Bank of New York Mellon, 500 Ross St., Pittsburgh, PA 15262, US  
SWIFT: MELNUS3PXXX  
Bank code or NSC: 043000261  
Account No.: 0009040527

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

**Valid to:**

Jan. 19, 2022

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens Energy. Possible infringements can be reported to our help desk "Speak Up" at [siemens-energy.com](https://www.siemens-energy.com).

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## Quotation 20237332

Siemens Energy, Inc. Houston  
1200 West Sam Houston Parkway North, Houston, TX 77043, USA

CITY OF VINELAND  
640 E WOOD ST  
VINELAND NJ 08360  
USA

Name: Ms Amy Capitano  
Department: SE GP I SV NA LTP OM

Telephone: **Capitano Amy**  
Fax: **z002560s**  
E-mail: amy.capitano@siemens-energy.com

Digitally signed by Capitano Amy  
z002560s  
DN: cn=Capitano Amy z002560s, o=US,  
ou=SE GP I SV NA LTP OM,  
email=amy.capitano@siemens.com  
Date: 2021.11.29 20:12:48 -0507

Your Inquiry: Vineland / Grating Clips  
Inquiry Date: Nov. 16, 2021  
Doc. Date: Nov. 16, 2021

**Our machine reference:**  
SPARES31 Spares Dummy Plant  
3100 Mount Vernon

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.

Item	Designation	Quantity	Price in USD per unit	Total in USD
<b>10</b>	<b>CLIP, GRATING</b> Material: RRE004529 HS Code: Current delivery time: 8 working weeks Standard delivery time: 8 working weeks Price: Customer Price:	<b>50.000 EA</b>	<b>4.53</b>	<b>226.50</b>
	NJ0836099	0.00%	TAX	0.00
<b>20</b>	<b>SCREW, HEX CAP</b> Material: RRE036481 HS Code: 7318.15.8055 Current delivery time: 10 working weeks Standard delivery time: 10 working weeks Price: Customer Price:	<b>50.000 EA</b>	<b>0.84</b>	<b>42.00</b>
	NJ0836099	0.00%	TAX	0.00

Carry forward: **268.50**

Siemens Energy, Inc. Houston

Office Address: Tel : +1 (281) 438-6782  
1200 West Sam Fax: +1  
Houston Parkway North siemens-energy.com  
Houston, TX 77043  
USA

Siemens Energy, Inc.  
1209 Orange st, Wilmington DE 19801 USA  
Company Registration: T3-3987280

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Item	Designation	Quantity	Price in USD per unit	Total in USD
Carry forward:				268.50
30	<b>NUT,FRAMING CHANNEL</b> Material: RRE004009 HS Code: 7318.16.0060 Current delivery time: 10 working weeks Standard delivery time: 11 working weeks Price: Customer Price: NJ0836099	50.000 EA	11.14	557.00
				557.00
				557.00
		0.00%	TAX	0.00
Net value:				825.50
Taxes:				
Total (USD):				825.50

For your information: For pricing the following items were taken into account:

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**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 Energy or works and services (including all kinds of technical support) performed by Siemens Energy 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 Energy, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.  
3 Purchaser shall indemnify and hold harmless Siemens Energy 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 Energy 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:**

DAP Customer Site  
Incoterms® 2020

**Delivery time:**

**Tax information:**

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

**Tax:**

Plus the statutory tax obtaining on the day of performance of contract.  
Down payments and interim payments shall be remitted to us plus the statutory 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: The Bank of New York Mellon, 500 Ross St., Pittsburgh, PA 15262, US  
SWIFT: MELNUS3PXXX  
Bank code or NSC: 043000261  
Account No.: 0009040527

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

**Valid to:**

Jan. 16, 2022

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**Quotation Number:**

**VMEU\_033\_r2**



**CUSTOMER**  
Vineland Municipal Electric Utility  
211 N. West Avenue  
Vineland, NJ 08360  
(856) 794-4000

**SIEMENS CONTACT:**  
Viktor De Leon  
1202 W. Sam Houston  
Houston, TX 77043  
Cell: +1-317-294-7091

**THIS QUOTE IS VALID TO: 18 December 2021 unless withdrawn**

**All delivery terms as per LTP Contract**

**CUSTOMER REFERENCE NUMBER(S): M.A442**

**Payment Terms: Payment due in 30 days  
from invoice date**

To whom it may concern:

Here is our quotation in response to your inquiry / order detailed below. Please use the quotation number shown at the top of this document in any future correspondence.

Item No.	Description	Qty	UoM	Indufil Reference P/N and Lead Time	Unit Price	Total (USD)
1	EVAC 3" Isolation Valve Assembly BVP-3"FB-600#RF-F2 EVAC	4	EA	89570001 LT: 14-18 weeks	\$ 11,940.00	\$ 47,760.00
2	EVAC 1" Vent Valve Assembly BVP-1"RB-600#RF-F2 EVAC	2	EA	89569976 LT: 14-18 weeks	\$ 7,543.75	\$ 15,087.50
<b>TOTAL PRICE</b>						<b>\$ 62,847.50</b>

Note:

1. The prices shown are on the basis of the current European currency exchange rate and include freight and duty. Siemens Energy reserves the right to adjust the selling price on the basis of the exchange rate in effect at the time of order entry.
2. Original Equipment Manufacturer warranty applies.
3. Quotation includes shipping and handling of all parts.