

RESOLUTION NO. 2022 - 164

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO KOBELCO COMPRESSORS AMERICA, CORONA, CA, FOR THE PURCHASE OF CONSUMABLE MATERIALS FOR THE FUEL GAS COMPRESSOR ON UNIT 11 AND CLAYVILLE.

WHEREAS, there exists a need for the Purchase of Consumable Materials for the Fuel Gas Compressor on Unit 11 and Clayville; and

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 Kobelco Compressors America, Corona, CA, in an amount not to exceed \$67,191.00; and

WHEREAS, Kobelco Compressors America has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Kobelco Compressors America 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 Kobelco Compressors America 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 Kobelco Compressors America, Corona, CA for the Purchase of Consumable Materials for the Fuel Gas Compressor on Unit 11 and Clayville, in an amount not to exceed \$67,191.00.
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. Notice of this action shall be printed once in the Daily Journal.

Adopted:

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

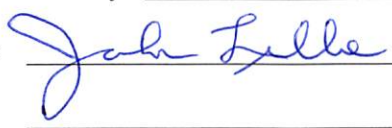

ATTEST:

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

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



3/25/2022  
(DATE)

1. Service (detailed description): Purchase of consummable materials for the Fuel Gas Compressor on Unit 11 and Clayville
2. Amount to be Awarded: \$ 67,191.00  
 Encumber Total Award  
 Encumber by Supplemental Release
3. Amount Budgeted: \$ 68,000.00
4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_
5. \*\*Account Number to be Charged: 2-05-55-502-9001-53353 E553X & E553C
6. Contract Period: \_\_\_\_\_
7. Date To Be Awarded: 4/26/2022
8. Recommended Vendor and Address: Kobelco Compressors America  
1450 W. Rincon St, Corona, CA 92878
9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Kobelco Compressors America is the sole source for the consumable materials needed to service their Fuel Gas Compressors.  
Charges will be split as follows: E553X - \$33,595.50 / E553C - \$33,595.50  
 Non-Fair & Open (Pay-to-Play documents required)  
 Fair & Open: How was RFP advertised? \_\_\_\_\_
10. Evaluation Performed by: Ayanna Gardner x4290
11. Approved by: 
12. Attachments:  
 Awarding Proposal  
 Other: \_\_\_\_\_  
  - Send copies to:  
Purchasing Division   
Business Administration

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



# Kobelco Compressors America, Inc.

(Formerly KEC)

1450 W. Rincon Street  
Corona, Ca 92878

Phone: (951) 739-3030 Fax: (951) 739-3122

[www.kobelcocompressors.com](http://www.kobelcocompressors.com)

## Quotation

<b>Company:</b>	City of Vineland	<b>KCA</b>	18015
<b>Attention:</b>		<b>Date:</b>	Thursday, March 24, 2022
<b>Phone:</b>		<b>From:</b>	Sungja McNelley <a href="mailto:sungja.mcnelly@kobelco-kca.com">sungja.mcnelly@kobelco-kca.com</a>
<b>Email:</b>		<b>Sales:</b>	David Washington <a href="mailto:David.Washington@Kobelco-KCA.com">David.Washington@Kobelco-KCA.com</a>
<b>Ref. No.:</b>	ES-469		

Line	Part Number	Description	Qty	UOM	Unit Price	Ext. Price	Lead Time (Weeks)
1	FG-0424-10-01-01	Fiberglass Oil Filters (60 GPM Capacity)	8	Ea	\$427.00	\$3,416.00	8
2	GCC-0624-080-P-UF	GCC Gas Compressor Coalescer (Up-Flow/Pleated)	6	Ea	\$1,308.00	\$7,848.00	8
3	V21P0046#01	Coalescer Element	6	Ea	\$1,325.00	\$7,950.00	34
4	STR-1226-100-CS	Compressor Suction Strainer Basket (100 Mesh / C.S Material)	1	Ea	\$1,720.00	\$1,720.00	8
5	STR-0717-060-CS	Oil Pump Strainer Basket (60 Mesh / C.S Material)	1	Ea	\$1,533.00	\$1,533.00	8
6	EL-4600-46	Compressor Oil	825	Gal	\$48.00	\$39,600.00	8
7	FG-0424-05-01-01	Fiberglass Oil Filters (60 GPM Capacity)	12	Ea	\$427.00	\$5,124.00	8
<b>Comments:</b>		(Line 3) P-CB14-5000 is replaced by V21P0046#01					
						<b>Extended Total</b>	\$67,191.00

<b>Payment Terms</b>	Net 30
<b>Validity of Quotation</b>	30 Days
<b>Delivery (Subject to prior sale)</b>	34 Weeks A.R.O.
<b>Terms of Delivery</b>	EXW, Corona, CA
<b>Items Not Included</b>	Duties, Freight, Taxes, etc.

Please note if you have a Tax-exempt form or Resale Certificate please provide it when you place your order.

Thank you in advance for your consideration.

Sincerely,

Aftermarket Sales Department

Note: Our quotation is conditioned on the attached KOBELCO'S Commercial Terms and Conditions - September 9, 2011

# KOBELCO's COMMERCIAL TERMS AND CONDITIONS – September 9, 2011

## 1. Place of Delivery

As stated in quotation.

## 2. Terms of Payment

As stated in quotation.

## 3. Time of Shipment

As stated in quotation.

## 4. Warranty

Supplier warrants the Equipment quoted herein to be of proper materials and first class design and workmanship. Should any part of the Equipment prove defective in materials, design or workmanship within the warranty period stated below and should it be clearly found that the defects are caused by Supplier, Supplier will furnish inspection service and repair at Supplier's cost or replace the defective part on the basis of the contractual delivery terms, but the labor cost at the site and other indirect cost, including staff or engineering cost by Purchaser/Owner is not borne by Supplier, provided that the machinery or equipment is operated under normal conditions and further that the proper notification of such defects is made to Supplier within the warranty period and reasonable opportunity is given Supplier to make a complete inspection to determine the extent and cause of such defects. The warranty period is 12 (twelve) months from the date of shipment. Corrosion, erosion and normal wear are out of scope of warranty.

THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES OF THE PURCHASER FOR ANY CLAIM THAT THE EQUIPMENT FAILS TO MEET THE WARRANTY SET FORTH ABOVE.

Supplier DOES not make any other warranties, whether express or implied, including but not LIMITED to merchantability and fitness for particular purpose or special circumstance.

## 5. Force Majeure

Supplier shall not be considered in default in the performance of Supplier's obligation hereunder if such performance is prevented or delayed due to Force Majeure. As used in this quotation, Force Majeure includes, but not limited to, act of God, war (whether declared or not), armed conflict (whether internal or international), insurrection, riot, civil commotion, storm, rebellion, strike, lockout, tidal waves, flood, lightning explosion, fire, earthquake, act of any government and any other happening (whether similar to other foregoing or not) which we could not reasonably prevent or control.

## 6. Consequential Damage

The Seller shall in no event be liable to Purchaser/Owner or any other clients by way of indemnity or by reason of any breach of Purchaser/Owner in tort or otherwise for loss of use of the Equipment or any part thereof or for loss of production, loss of profit or loss of any contract or for any indirect, special or consequential loss or damage that may be suffered by Purchaser/Owner or any other clients in connection with the Contract.

In any event, Supplier's total liability shall not exceed the price of the Equipment on which such liability is based.

## 7. Suspension

Suspension of work by Purchaser/Owner shall be limited for 60 days, but, if it exceeds 60 days, it shall be automatically considered as Termination for no default of the Supplier, unless otherwise mutually agreed for the extension. If any additional costs (ex. Storage cost, maintenance cost) shall occur to Supplier during the suspension period, it shall be reimbursed with overhead (20%) by Purchaser/Owner. The additional costs shall be paid by Purchaser/Owner in monthly basis.

## 8. Cancellation

Purchaser/Owner may cancel its order only upon written notice and the payment to us of reasonable and proper cancellation charges including all incurred <completed works, purchased items and overhead (20%) > cost performed by Supplier. The cancellation fee shall be paid within 30 days after Purchaser/Owner's cancellation notice.

## **9. Duties and Taxes**

The prices quoted herein do not include any import duties, withholding tax, Federal and Provincial sales taxes, other taxes, fees or charges, of whatever nature, now and hereafter imposed in the final destination. Purchaser and/or Owner shall be responsible for any duties and taxes after the delivery point in the Contract.

## **10. Governing Law and Arbitration**

The contract by and between Supplier and Purchaser for the Equipment shall be governed by and construed in accordance with laws of the State of New York, USA.

If any dispute is caused during the contract, Purchaser/Owner and Supplier do their best efforts to solve it by mutual efforts.

However, any dispute, controversy or claim arising out of or relating to the contract or any alleged breach thereof, which cannot be settled by mutual agreement between Purchaser/Owner and Supplier, shall be settled by an arbitration in conformity with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in accordance with such rules for the time being in force. It will be held in New York, NY, USA.

## **12. Validity**

30 days from the date of commercial quotation.

## **13. Scope of Supply**

In accordance with commercial quotation per Supplier's Technical Specification.

## **14. Packing and Inspection**

Packing shall be as per our standard packing. Inspection shall be executed by Supplier at Supplier's works according to Supplier's standard. If an inspection by Purchaser or third party is required, and acceptable to Supplier, all charges incurred for inspection shall be borne by the Purchaser.

## **15. Shipping**

Shipping contracts made by Supplier shall be to Purchaser's account. All claims for loss or damage after risk of loss has passed to Purchaser shall be filed by Purchaser with the carrier. Purchaser shall be liable to Supplier for the full price of the goods, irrespective of loss or damage in transit. Supplier shall not be required to provide freight cost receipts to Purchaser at the time of invoice. Purchaser shall bear all risk and expense for delivery of goods, including without limitation, shipping, loading, unloading, storage, freight, and insurance. Goods may be shipped to Purchaser in whole or in part. Title to goods shall pass to Purchaser when delivered to the carrier or the Purchaser, whichever occurs first, even if the goods are shipped freight prepaid. Among other things, a signed delivery receipt or bill of lading will constitute proof of delivery. The choice of carrier is made solely at the discretion of Supplier, and Supplier makes no representation as to the acceptability of a particular carrier. Except when Supplier expressly agrees in writing, Supplier does not guarantee shipment or delivery by a certain date or time, although Supplier will strive to deliver goods by the date that it may communicate to Purchaser. Supplier shall not be liable to Purchaser, or any other person, for any loss or damage of any kind which results from delay in shipment, delivery, or failure to give notice of delay, whether or not such delay was caused by Supplier or otherwise. Upon request from Purchaser, Supplier may accept to ship on prepaid-and-add basis, however a handling fee of 15% of prepaid shipping cost may be applied and added to our invoice.

## **16. Payments**

A monthly charge of 1.5% may be charged on amounts owed by Purchaser to Supplier that have not been paid within the due date, subject to the maximum amount permitted by law.

## **17. Remarks**

The other terms and conditions not mentioned herein shall be mutually agreed later.