

RESOLUTION NO. 2017- 393

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MICRO MOTION INC., BOULDER, CO, FOR THE PURCHASE OF NEW CORIOLIS FUEL FLOW METER FOR UNIT 11 FOR THE VINELAND MUNICIPAL ELECTRIC UTILITY.

WHEREAS, there exists a need for a new Coriolis Fuel Flow meter for Unit 11 for the Vineland Municipal Electric Utility; 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 Micro Motion Inc., Boulder, CO, for the purchase of a new Coriolis Fuel Flow meter for Unit 11, in an **estimated amount of \$20,175.00 (\$19,975 + \$200 estimated shipping)**; and

WHEREAS, Micro Motion Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Micro Motion 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 Micro Motion 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 City Comptroller; 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 Micro Motion Inc., Boulder, CO, for the purchase of a new Coriolis Fuel Flow meter for Unit 11 for the Vineland Municipal Electric Utility, in an estimated amount of \$20,175.00.
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. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

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President of Council

ATTEST:

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City Clerk

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

08/22/17

(DATE)



1. Service (detailed description): Purchase of new Coriolis Fuel Flow meter for Unit 11.  
(Specific product required / economic purchase from manufacturer)
2. Amount to be Awarded: \$ \$20,175 (\$19,975.00 + \$200 est. shipping)  
 Encumber Total Award  
 Encumber by Supplemental Release
3. Amount Budgeted: \$ 250,000
4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_
5. \*\*Account Number to be Charged: 002-0-55-90-9001-2-9022000 E346-2
6. Contract Period: single purchase - one year from issuance
7. Date To Be Awarded: September 13, 2017
8. Recommended Vendor and Address: Micro Motion Inc. (Vendor #11306)  
7070 Winchester Circle, Boulder CO 8031
9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Meter is a part of the turbine gas conditioning skid which has been specifically  
engineered to include this item. Siemens has advised that use of any substitute  
would risk improper operation of the skid. Purchasing this meter from the  
manufacturer is the most cost-effective way of obtaining the required part.

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

10. Evaluation Performed by: Lisa Fleming *LA F 8/23/17* *John 8/22/17*
11. Approved by: John Lullie

12. Attachments:  
 Awarding Proposal  
 Other: \_\_\_\_\_

• Send copies to:  
Purchasing Division  
Business Administration

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

## Fleming Lisa

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**From:** Fleming Lisa  
**Sent:** Tuesday, August 22, 2017 1:56 PM  
**To:** Fleming Lisa  
**Subject:** FW: Emerson Flow Proposal to VINELAND MUNICIPAL ELECTRIC UTILITY, Attn: Tom Dunmore, Proposal #1150336-1, REF: CMF300M/2400 Natural Gas  
**Attachments:** 1150336-1, VINELAND MUNICIPAL ELECTRIC UTILITY, 2017-03-29, QUOTE.PDF

-----Original Message-----

**From:** MMICST, NorthEast [EPM/BOU/MMI] [mailto:northeast.flowcsc@emerson.com]  
**Sent:** Tuesday, August 22, 2017 12:04 PM  
**To:** Fleming Lisa; Hayes, Brian [AUTOSOL/FLOW/ALLN]  
**Cc:** Dunmore Thomas; August Steven  
**Subject:** RE: Emerson Flow Proposal to VINELAND MUNICIPAL ELECTRIC UTILITY, Attn: Tom Dunmore, Proposal #1150336-1, REF: CMF300M/2400 Natural Gas

Hi, Lisa -

The pricing on the attached proposal is still valid.

The meter will be calibrated at 4 points - 5000 lb/min, 500 lb/min, 2500 lb/min, and again at 5000 lb/min.

Please let me know if I can help with anything else.

Thank you,

Meghan Edwards | T +1 800 522 6277



## Micro Motion, Inc.

7070 Winchester Circle  
Boulder, CO 80301  
800-522-6277

**PROPOSAL NO: 1150336-1**

March 29, 2017

<b>To:</b> VINELAND MUNICIPAL ELECTRIC UTILITY CLAYVILLE UNIT 1 4087 S LINCOLN AVE VINELAND NJ 08361	<b>Salesperson:</b> Brian Hayes <b>Phone:</b> 609-876-2208 <b>Fax:</b> 800-821-0314 <b>E-mail:</b> <a href="mailto:brian.hayes@emerson.com">brian.hayes@emerson.com</a>
<b>Attention:</b> Tom Dunmore <b>Phone:</b> 215-510-1464 <b>E-mail:</b> <a href="mailto:tdunmore@vinelandcity.org">tdunmore@vinelandcity.org</a>	<b>Reference:</b> CMF300M/2400 Natural Gas <b>Proposal No:</b> 1150336 - 1

### PROPOSAL SUMMARY INFORMATION

<b>Valid Until:</b> 28-MAY-17	<b>Payment Terms:</b> Payment due in 30 days
<b>Shipping:</b> 3 Weeks After Receipt of Complete Order Information	<b>Freight Terms:</b> UCC: FOB Origin Prepaid
<b>Ultimate Destination:</b> United States	<b>Freight Charges:</b> Freight & Handling

**For Application or Proposal Questions:** *Meghan Edwards, Inside Sales Engineer*

**To Place Order or for Purchase Order Questions:** *Johanna Rojas, Sales Facilitator*

Phone: 800-522-6277	Phone: 800-522-6277
Fax: 800-821-0314	Fax: 800-821-0314
Email: <a href="mailto:NorthEast.FlowCSC@Emerson.com">NorthEast.FlowCSC@Emerson.com</a>	Email: <a href="mailto:NorthEast.FlowCSC@Emerson.com">NorthEast.FlowCSC@Emerson.com</a>

### ORDERING INFORMATION

When submitting a purchase order, please be sure to include the following information:

- Purchase Order Number
- Proposal # or Correct Pricing
- Quantity of each item
- Requested ship date from the factory
- Contact Info: Name, email, phone
- Ship To Company Name & Address
- Bill To Company Name & Address
- End User Company Name, Address
- End user Destination Country
- Payment Terms (Ex: Net 30)
- Any special requests
- Configuration Information

#### Vendor Information:

Micro Motion Inc.  
7070 Winchester Circle, Boulder CO 80301  
(800) 522-6277



**PRICE SUMMARY**

Item	Qty	Description	Unit Price (\$)	Total Price (\$)
1.1	1	CMF300M357N0AVEZZZ SENSOR, CMF300M ELITE® Meter CMF300M; Peak Performance Coriolis Meter; 316L Stainless Steel; Standard Pressure; Standard Temperature; Standard Finish	18,154.00	18,154.00
		CMF300M 357	SENSOR, CMF300M Process Connections : 3-inch CL600 ASME B16.5 F316/F316L Weld neck flange Raised face	
		N	Case Options : Standard pressure containment	
		0	Electronics Interface : For integral mount 2400S transmitter	
		A	Conduit Connections : No gland	
		V	Approvals : ATEX - Equipment Category 3 (Zone 2) / PED compliant	
		E	Language : English installation manual	
		Z	Calibration Options : 0.10% mass flow and 0.0005 g/cc density calibration	
		Z	Measurement Application Software : No measurement application software	
		Z	Factory Options : Standard product	
1.27	1	2400SIA11BLEZZZ TRANSMITTER,2400S Micro Motion® 2400S Coriolis MVD™ Multivariable Transmitter; Integral Mount	1,821.00	1,821.00
		2400S I	TRANSMITTER,2400S Mounting / Housing Material : Integral mount transmitter, Polyurethane-painted Aluminum	
		A	Outputs & Power Supply : One mA; one configurable [18 to 100 VDC and 85 to 265 VAC; self switching]	
		1	IO Terminations : Compression Screw Terminals	
		1	Display : Dual line display for process variables and totalizer reset	
		B	Conduit Connections : 1/2-inch NPT - no gland	
		L	Approvals : ATEX II 3, Zone 2	
		E	Language : English installation manual and English configuration manual	
		Z	Software Options 1 : Standard product	
		Z	Software Options 2 : Standard product	
		Z	Factory Options : Standard product	
			<b>Sub Total (\$):</b>	19,975.00
			<b>Total (\$):</b>	19,975.00

When ordering, please refer to our proposal number: **1150336 – 1**



Micro Motion, Inc. is pleased to present this proposal for your application. Should you have any questions about our products and services, the preparation of this proposal, or a Purchase Order submittal, please contact us at the number above.

Thank you for your consideration of Micro Motion, Inc. We look forward to satisfying your instrumentation needs. The following Item Detail includes information regarding equipment specifications, pricing for all items on the proposal, and other notes as applicable. The totals do not include prices for alternate or optional items.

We value your business and the trust you have placed in Emerson. We take the protection of our customer's information very seriously. Due to the inherent risks associated with the internet and as part of our ongoing commitment to our customers, we are informing our customer NOT to email or fax their credit card information. There are many risks with sending personal information, especially through the internet or via fax.

Emerson Process Management is committed to customer service excellence. Click [HERE](#) to take a five question customer satisfaction survey on our proposal process.

This proposal is an offer to sell and Micro Motion Standard Terms and Conditions of Sale, Form B (1/08), shall govern any resulting purchase order. Please specify your desired "on site" date and proposal number/revision on your purchase order when ordering. The "on site" date for a new account is contingent upon credit approval.

**Expedited Order Services:** The lead-time quoted herein is standard lead time from the Micro Motion shipping dock. If you desire product to ship from our dock in less than 5 business days, and inventory and capacity are available, an additional expediting fee will be applied to your order. Please contact Micro Motion for pricing and availability of the following expediting services: Same Day Shipment, Next Day Shipment, or 3-5 Day Shipment.

All approvals and hazardous area classifications are subject to compliance with installation requirements as specified in Micro Motion instruction manuals. Micro Motion strongly advises that you read the hazardous area classification information in the enclosed product specification to ensure that the proposed products are approved for use in your application.

Emerson provides its customers with the highest quality products and services available in the industry. An important element in assuring customer satisfaction is proper installation. In order to assist you with proper installation of your Micro Motion equipment and ensure optimum performance, we can arrange to have a factory-trained service person on site at start-up. Please contact us if you would like more information on this service.

For additional information on Micro Motion products, please visit our Internet site at [www.micromotion.com](http://www.micromotion.com).

Should you require any further information or assistance, please contact Micro Motion, Inc at 800-522-6277. Thank you for your interest in Emerson Process Management products and we look forward to receiving your order in the near future.

Yours sincerely,  
**Brian Hayes**  
Sales Engineer



## TERMS AND CONDITION OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference herein, binds seller ( i.e. Fisher Controls International LLC, Rosemount Inc., Fisher-Rosemount Systems Inc., or other Emerson Process Management Group Company) hereinafter the Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 10) firmware incorporated therein.

1. **PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.
2. **DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION:** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Austin, Texas. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.
3. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's 10. reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.
4. **TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension.
5. **LIMITED WARRANTY:** Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are 12. warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, 13. Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.
6. **LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL

INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

7. **PATENTS:** Subject to the limitations contained in Section 6, Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

**TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

**TERMS OF PAYMENT:** Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

**SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

**BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

**EXPORT/IMPORT:** Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

**GENERAL PROVISIONS:** (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to the Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty, shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer; or (ii) name Buyer as an additional insured.