### RESOLUTION NO. 2019-<u>399</u>

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SIEMENS ENERGY, INC., HOUSTON, TX, TO COMPLETE AN ADDITION AND PROVIDE RELATED SERVICES FOR THE INTEGRATION OF ULTRA LOW SULFUR DISTILLATE (ULSD) CAPABILITY FOR THE EXISTING CLAYVILLE 64 MW SIMPLE CYCLE COMBUSTION TURBINE.

WHEREAS, there exists a need to complete an addition for the design, fabrication, testing and performance services for the integration of Ultra Low Sulfur Distillate (ULSD) capability for the existing 64 MW simple cycle combustion turbine; 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 Siemens Energy Inc., Houston, TX, to complete the Clayville addition for Fuel Oil Firing for an amount not to exceed \$1,559,591.00; 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 a contract to Siemens Energy Inc., to complete an addition and provide related services for the integration of Ultra Low Sulfur Distillate (ULSD) capability for the existing Clayville 64 MW simple cycle combustion turbine, in an amount not to exceed 1,559,591.00.
- 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:		
		President of Council
ATTEST:		
	City Clerk	

# REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER 40A:11-5 EXCEPTIONS

(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

September 9,2019 (DATE)

1.	Service (detailed description): Clayville Addition of Fuel Oil Firing
2.	Amount to be Awarded: \$ 1,595,591.00
	Encumber Total Award Encumber by Supplemental Release
3.	Amount Budgeted: § 1,772,000.00
4.	Budgeted: By Ordinance No Or Grant: Title & Year
5.	C-06-00-000-1932-72000 \$1,329,591.00  **Account Number to be Charged: 9-05-55-512-9001-52000 \$ 266,000.00
	Contract Period: September 24,2019 - November 09,2020
6.	
7.	Date To Be Awarded: $\frac{9/24/19}{}$
8.	Recommended Vendor and Address: Siemens Energy, Inc.
	1202 West Sam Houston Pkwy North, Houston, TX 77043
9.	Justification for Vendor Recommendation:(attach additional information for Council review) Siemens is the original equipment manufacturer (OEM) for the Clayville Gen. Unit. The materials, installation, commissioning and spare parts for adding the fuel oil firing ability to the Clayville Unit are best completed by the OEM to keep costs low, assure quality of work and mitigate risks for the City.
	Non-Fair & Open (Pay-to-Play documents required)  Fair & Open: How was RFP advertised?
10.	Evaluation Performed by: P.Kudless & S.Patel SP
11.	Approved by: 9-13-19  John Lelle 9-11-15
12.	Attachments:
	✓ Awarding Proposal ✓ Other: Scope of Work (W)
•	Send copies to: Purchasing Division Business Administration

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

#### Proposal

### Clayville Addition of Fuel Oil Firing

To the Purchasing Board of the City of Vineland

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, and Specifications attached, that he/she determined the conditions affecting the bid, and agrees, if this proposal is accepted and contract awarded, to furnish and deliver the following:

A. Seller will complete the Work in accordance with the Contract Documents for the following prices. The proposed fixed Contract Prices shall be based on the Proposal Documents without exception, condition, deviation or clarification. Proposers must submit pricing for all item below based on a Notice to Proceed approximately on September 30, 2019 and the Final Completion approximately on November 12, 2020, and shall exclude sales tax.

All materials needed for modifying the existing RR/Siemens Clayville generating unit such that when these materials are installed and commissioned this existing RR/Siemens provided CTG unit will be capable of operating using liquid fuel oil/ULSD.

TOTAL FIXED PROPOSAL PRICE (use words) One million five hundred ninety five thousand and five hundred ninety one dollars In U.S. figures \$1,595,591

B. Seller agrees that the following Contract Price Modifications will be incorporated into the Agreement, as priced options for use in pricing Change Orders after award of the Contract but will be exercised by OWNER within the number of days from Notice to Proceed as indicated below. These prices will be used in determining responsiveness, but will not be used in evaluating Proposals and shall exclude sales tax.

ltem	Description	No. of days that pricing of item is valid from Notice to Proceed without impacting Contract Price/Times
А	Recommended Spare Parts Inventory and Pricing	120 days
В	Installation Option of all Seller supplied Equipment as stated in Scope of Work. Refer to 7.4.15.II	60 days
С	Commissioning Option of all Seller supplied Equipment as stated in Scope of Work. Refer to 7.4.15.III	60 days

Accompanying this proposal is a certified	check in the amount of \$ N/A
cashier's check in the amount of \$ N/A	or a bid bond in the amount of
V1 \ V	ineland which is to be forfeited as liquidate
	accepted, the undersigned shall fail to execut
the contract or to furnish satisfactory bond as	required.
	Giamana Enguerra Tag
	Siemens Energy Inc
NATALY SERRANO	
Notary Public, State of Texas	ADDRESS: 4400 Alafaya Trail,
Comm. Expires 10-10-2021	
Notary ID 131310847	Orlando, FL 32826
\	
	TELEBUIONE.
	TELEPHONE:
0	Digitally signed by WILKINS ADRIAN DN: cn=WILKINS ADRIAN, o≔Siemens,
101.14 3	email=adrian.wilkins@slemens.com Reason: I agree to the terms defined by the placement of my signature
WITNESS JATANY JUNIAN	BY: on this document Date: 2019.09,10 16:14:06 -0400'
The hidden shall shall an the line	(Signature)
The bidder shall state on the line	Adrian Wilkins
below, if a corporation, the name of	
the state in which incorporated.	(Name - please print or type)
	Director Atlantic Region
	/T:+I-)
Shahzad Khan	(Title)
Sym Co	DATE:
(Contact Person Who Prepared	D/112.
Proposal)	Have you attached the required items
	listed on the Check List? Failure to do
	so may result in automatic rejection of
832-540-6964	this bid.
	tins sid.
(Telephone Number)	
	(Fax Number)
13-3987280	and the second s

(Federal I.D. Number)





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#### **Proprietary Information**

This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal") is provided "as-is" for your evaluation of Siemens Energy Inc. ("Siemens") as the provider of work discussed therein and contains information that is confidential to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be reproduced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens.

#### **Revision History**

Issue	Date	Author	Summary of Changes			
00	29 July 2015		Release of budgetary proposal			
01	19 July 2019	TSS	Release of budgetary proposal			
02	28 Aug 2019	TSS	Release of firm proposal			
03	09 Sept 2019	TSS	Relase of revised firm proposal - Updated payment terms			



## 1. About Siemens

Siemens is pleased to present to City of Vineland the following proposal for the Modernizations and Upgrades (M & U) Services to cover the Siemens equipment being proposed for the City of Vineland site.

As the Original Equipment Manufacturer (OEM) of the package and maintainer of a large fleet of Gas Turbines, Compressors and Generators, Siemens is uniquely qualified to provide the maintenance services, technical expertise and resources required to successfully deliver the modifications and upgrades for these units.

Siemens Modernizations and Upgrades (M & U) Services solutions utilizes an experienced and dedicated aftermarket services team who will work alongside City of Vineland and provide the level of technical services and financial structure best suited to City of Vineland operation and coverage request. All Siemens' personnel are well trained and skilled to ensure that the Installation and commissioning maintenance work will be carried out on schedule and meets aligned Environment, Health, and Safety (EHS) and quality requirements. This is only applicable if customer has opted for this option.

The M & U Services offers some significant differences to conventional maintenance agreements. Therefore, most operators will find a more attractive option compared to a conventional maintenance agreement. Siemens main value propositions include:

- · Maximized availability
- Reduced failures and downtimes
- Reduced lifecycle costs
- · Latest technology improving efficiency
- · Guaranteed performances

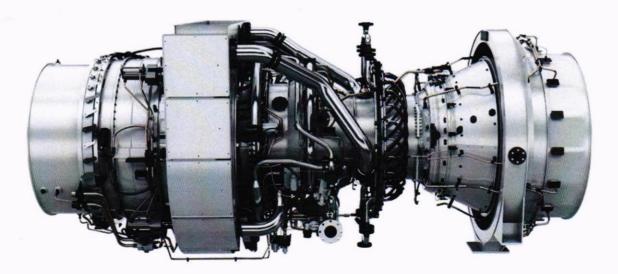


Figure 1 - SGT-A65



## 2. Project Overview

## 2.1 Project Summary

Liquid Fuel Addition - MA916 was sold as a dual fuel unit but was shipped as a gas only unit due to permitting. This proposal outlines necessary requirements in order to bring the liquid fuel system to operation.

## 2.2 Reason for Upgrade

The value proposition for this scope is outlined below,

· Unit availability through liquid fuel operation

## 2.3 Equipment Summary

Customer Name	City of Vineland
Location	Vineland, Onshore (Inland), NJ, USA
Equipment	SGT-A65 WLE Brush PGen
Number of Units	1 unit
Berth Identifcation	Unit 1
Original Project Numbers	MA.916



## 3. Scope of Supply

## 3.1 Requirements

### 3.1.1 Customer Provided Design Inputs

The customer has provided "Scope of Work - Clayville Addition of Fuel Oil Firing" to be reviewed. Please refer to 6.5 Appendix 5 for Siemens comments and Clarifications.

#### 3.1.2 General Technical / Compliance Requirements

### Applicable Legislative - Regulatory Requirements

ISO

NACE

API

#### International or National Standards

UL

ANSI (ASTM)

**ASME** 

AWS (Welding)

#### 3.1.3 Assumptions

The following assumptions are applicable,

- · Siemens has provided a material only quote.
- EMV Cabling is assumed to be in good condition and can be retained.
- Supervision for the I&C scope is not included and will be quoted separately if required. Project Management support for I&C scope is included.
- Liquid Fuel Forwarding Skid may meet the emission level only up to Gas Turbine exhaust. Any
  emission beyond gas turbine exhaust has not been considered as part of this proposal.

Note: The performance data is based on new and clean engine.

## 3.2 Detailed Scope of Supply

The existing unit was sold as a dual fuel A65 but was downgraded at the time because of permitting for liquid fuel. Siemens shall supply the missing components that were not supplied originally for liquid fuel.

A Site Survey was completed on 11th May 2019 by Tim Klinetop. Based on the site survey report, the following items were confirmed,



- Site survey confirmed location and is noted in report submitted.
- The existing system was blanked on M503A (liquid supply) and M0504 (liquid return). SS Cap found on connection M618A (water flush)
- Site survey verified all package internal liquid fuel supply, return, manifold, water flush, SAS, and PAPs tubing/piping were intact and appear ready for service. Any changes to this during the I&C phase, may have cost and schedule impact.
- Site survey noted that there is adequate space for liquid fuel forwarding pump and water flush VFD

The following existing equipment is fully ready for liquid fuel as installed but shall require Logix and HMI changes:

- P30
- LSAS
- Liquid Fuel

The following equipment was not shipped and shall be provided for liquid fuel upgrade:

- · Liquid Fuel Forwarding Skid
- 1 off EMV controller (SAVC) + 1 off spare

The new equipment shall require Logix and HMI changes.

The scope offered includes implementation of ECR 63059. It is recommended is to add a spillback valve allowing a low priming flow at WIMS introduction to avoid operating below the minimum pump speed.

The existing UCP has spare capacity for IO that wasn't already reserved in the schematic

#### **EMV Controller Upgrade**

The existing Gas EMV controller shall need to be upgraded to the latest SAVC controller to match the new LSAVC. The existing SAVC cabling shall be retained and reused.

Note: The Liquid Fuel EMV control JB was supplied and wired but the existing cable may not have adequate slack for the new controller as the Moog Controller is obsolete. With the new SAVC design the JB should be removed allowing for the wiring to have adequate slack to be utilized.

Note: Both SAVC shall be within the distance limitation of 10 meters

#### Testing

Factory Acceptance Testing (FAT) for the liquid forwarding skid as per Siemens standard is included for customer witness. Customer shall be provided with 2 weeks' notice for attendance of FAT. Siemens attaches a generic Inspection and Test Plan in Section 6.4 Appendix 4. During project execution, customer shall receive vendor ITPs.



## 3.3 Indicative Spares List

Siemens provides following indicative recommendation for the spare parts. This list shall be finalized during project execution.

Description	Qty			
Commissioning Spares				
Pump Section Strainer	1			
Water (Flush) Filter	1			
Pump Strainer	1			
Operating Spares				
Fuel Filter	1			
Pump Section Strainer	1			
Water (Flush) Filter	1			
Pump Strainer	1			
O-Ring Seal	8			
Spiral Wound Gasket	14			
Insurance Spares				
Pressure Transmitter	3			
Control (Flow) Valve	1			
Shut Off Valve	1			
Relief Valve	1			
Liquid Fuel Pump	1			
Water Pump	1			
Electric Motor	2			



Description	Qty		
Pump Adaptor	2		
Flexible Coupling	2		
Metering Valve	. 1		
Solenoid Valve	3		
Relief Valve	2		
Shut Off Valve	1		

#### 3.4 Customer Provided Items

- The customer shall be responsible for Cleaning and flush of the existing Liquid Fuel System prior to I&C activities
- · The customer shall be responsible for the Day Tank
- The customer shall be responsible for the liquid fuel boost pump that will be necessary from the day tank to the fuel forwarding skid due to the ~350' distance
- The customer shall be responsible for positioning the Forwarding skid along with any other scopes of work required for installation. Reference GED00045688. Site survey identified a location and is noted for customer reference
- The customer shall be responsible for meeting the fuel forwarding skid edge requirements including Siemens standard for demin water
- The customer shall be responsible for any interconnecting piping/tubing and wiring for the
  forwarding skid including purchasing and installation. Refer GED00253957 Sheet 2 which
  defines required connects and sheet 1 which provides description. Site survey identified
  distance of ~200' of electrical wiring along with ~250' of control wiring (DeviceNet, signal
  and multi pair, etc.) is needed from existing electrical and control room to package
- The customer shall be responsible for water feed to liquid fuel forwarding skid and demineralized water feed to water flush pump. Site survey identified distance of ~100' of piping (supply, return, water flush) is needed from proposed location to package.
- · The customer shall be responsible for MCC requirements



## 3.5 Division of Responsibility

The following division of responsibility is applicable for the material supply. Installation, commissioning, field service supervision and labor is not included and can be provided if requested.

	Division of Responsibility / I&C Guide									
	Customer				Siemens					
Description	Software	Hardware	Engineering	Labor	Software	Hardware	Engineering	Labor	Supervision	
Forwarding Skid				х	х	×	×	х	×	
SAVC Controllers				х	х	×	×	x	×	
Controls				х	х	×	x	х	×	
Fuel Booster Skid	×	×	×	х						
Day Tank	×	×	×	х						
Interconnect / Cross Site (Cables, Piping, Tubing etc.)		х	x	x			0			

<sup>\*</sup>For detailed list of Division of Responsibilities please see Appendix 5.



## 3.6 Document List

The following documentation shall be provided and finalized during project kick off.

Description	Information Only	Approval	Final Certified	As Built	As Installed
B – Interface and Arrangement Drawings					
General Arrangement Drawing – Auxiliary (LFFS)			x	x	
C – Design and Operation Data					
Liquid Fuel Metering System / Fuel Forwarding P&ID			х	×	
D – Data Sheets					
Utility Consumption List (Electrical)			X	×	18
Utility Consumption List (Mechanical)			х	x	
E – Electrical Drawings					
Electrical Interconnect Drawings			x	×	
F - Controls					
UCP Logic Flow Diagram	Yes		х	x	
UCP Schematic	Yes		х	x	
HMI (Human Machine Interface) Displays	Yes		х	x	

Confidential 2019



Description	Information Only	Approval	Final Certified	As Built	As Installed
ATM	Yes		x	x	
Communications Gateway Listing (OPC)	Yes		х	х	
H - Procedures					
Site Test Procedure			х		
Package I&C Guide			х		
Controls I&C Guide			х		

## 3.7 Project Management

Siemens will nominate a Project Manager for execution and completion of the project. The Project Manager will act as the primary liaison for all activities during execution phase. It is expected that the customer will supply a single point of contact for the project manager to interface with.

Additional review meetings if desired can also be included on a chargeable basis.

## 3.8 Installation and Commissioning

#### Scope of Supply

Day Shift	Night Shift	Crew 1	
		EHS Representative	(Available Upon Request)
1		Field Service Specialist	
1		Field Service Representative	
		Mechanical FSR	(Available Upon Request)
		Controls FSR	
Yes	Yes	Normal Tools and Expendables as Li	sted in Pricing Section
Yes	Yes	Transportation for Crew	
		Crew	2
1		Field Service Specialist	
1		Field Service Representative	

#### **Working Schedules**

7	Days per week	
10	Hrs per Shift	
1	Day Shift	
	Night Shift	

#### **Project Schedules**

#### Crew 1

9/28/2020	Preliminary Start Date		Duration		
10/21/2020	Estimated Completion Date	24	Days		
	Crew 2	<u>'</u>			
11/3/2020	Preliminary Start Date		Duration		
11/9/2020	Estimated Completion Date	7	Days		

## 3.8.1 Customer Responsibilities

- Provide a lead person to work with Siemens at all times during installation.
- Transport new equipment & tools from point of delivery to point of installation.



- Provide a secure local area for temporary storage of equipment and tools.
- · Provide lifting support personnel and lifting equipment as necessary.
- Provide any temporary support structures such as scaffolding as necessary.
- · Dismantle/remove old equipment from the installation area.
- Discard/dispose of any material or equipment no longer required.
- Support all installation activities and provide all required permits at site.

#### 3.9 General Exclusions

Items excluded from the scope of supply include, but are not limited to the following:

- Siemens Energy Engineering complies with internal procedure 015-03382 Software / Hardware
  Design Review process which outlines a gated internal peer review and approval process focusing
  on baseline deviations, integration, and safety. External processes are excluded unless noted
  otherwise.
- Siemens has excluded customer management of change process and shall use internal processes
- Siemens has excluded customer internal design review and approval process and shall use internal processes
- Siemens takes exception to utilizing third party title blocks (Including third party title pages) Siemens shall utilize a customer title block identifier on the first page of documents if required and
  customer provides Native Identifier block in ACAD format for use by Siemens
- Siemens takes exception to, unless specified in the SDRL list, SPIR document, Loop Diagrams, and Cable schedules
- Siemens takes exception to customer IT related specifications including but not limited to Firmware updates and Anti-Virus. Siemens Network is a standalone network and it is prohibited to update firmware, patches, software versions, etc. Any changes could result in malfunctions which shall be the responsibility of the customer. The customer is also responsibility for personnel utilizing key fobs on any of the machine that could be compromised. Any additional hardware upgrades & modifications not included in the scope of supply of this proposal.
- Cross-site cabling, site labor, and field devices are not included unless otherwise specified. Cross
  site cables are defined as all electrical and instrumentation wiring that connects the on-skid
  junction boxes and power terminals to the field junction boxes and distribution panel in the
  turbine control and switch gear or MCC rooms. By definition all this wiring and associated power
  cabling are not included in Siemens scope of supply.
- Skid edge requirements like, but not limited to, Fuel gas supply and quality.
- Any hot work on platform or onshore facility requiring special work permits.
- Process isolations (lock out tag out of equipment, process piping blinding and major SDV/BDV valves isolation)
- The dismantling and removal of equipment shall be the responsibility of the customer including the proper disposal of the equipment per applicable standards including environmental.
- Civil/structural engineering of any kind including foundations/platform supports, access platforms, walkways, stairways and handrails for any areas of access if required.



- Temporary deck, mobile cranes and installation tooling as required.
- Control house for unit control system (non-hazardous area)
- Electrical power transformers, switchgear, distribution system, main grounding system and high voltage terminations (anything 480V and above)
- Programming of main plant DCS but will assist in provision of any data for interface, if required.
- All documentation and graphics will be supplied in the English language unless otherwise specified in this proposal.
- · Items not specifically listed as included in this proposal are excluded
- Drawings will only be updated to include work related to the proposed upgrade. Any changes unrelated, or corrections to existing site drawings that are found to be wrong, will have an additional cost.
- Siemens reserves the right to re-quote if the specifications or requirements differ from what was
  offered.



## 4. Commercial

## 4.1 Pricing Table

Item	Description	No. Of Units	Total Firm Price [USD]
Mate	rial Scope		
1.	Liquid Fuel Modification  - Material Supply  - FAT including witness point  - Documentation Requirements  - Packing and Shipping  - 4 off Customer Meetings	1	\$962,061
2.	Project Management and Engineering  - During engineering and procurement phase  - Support during I&C phase	1	Included
	TOTAL		\$962,061

Additional Firm Pricing

Item	Description	Qty	Total Price [USD]
1.	Performance Bond for 100% of Installation commissioning portion of the contract.	ea	\$12,530

**Indicative Pricing** 

Item	Description	No. Of Units	Total Indicative Price [USD]
Spare	es Parts		
1.	Spares Parts list as outlined in Section 3.2	1	\$266,000
	TOTAL		\$266,000



Item	Description	No. Of Units	Total T&M Estimated Price [USD]
Insta	llation & Commissioning		
1.	Installation & Commissioning as outlined in Section 3.8	1	T&M Estimate - \$355,000
	TOTAL		T&M Estimate - \$355,000

## 4.2 Pricing Basis

- · Prices are firm based on the pricing notes below:
- Price is provided assuming all scope proposed is ordered together within the defined validity
  of the proposal. Siemens reserves the right to re-issue pricing if the scopes are not ordered
  together.
- Siemens reserves the right to make any changes and re-issue pricing should the scope change or the validity date lapses.
- Price is at 2019 cost level and subject to prior sales.
- Price is based on the solution as described in the Section 3 Scope of Supply.
- Price does not include site services including any supervision which shall be offered separately. I&C support by the project management team is included.
- Spare Parts list is indicative only and will be finalized during project execution.
- The prices quoted do not include foreign taxes, tolls, government imports, VAT, Customs duties, port handling charges, clearance costs, local transport to site and other mandatory charges levied in the country of import.
- If requested by Siemens at any time prior to acceptance of the Purchase order for this
  proposal, Customer will demonstrate its financial capability to continue to carry out its
  obligations under this Contract. This demonstration may require that Customer furnish
  adequate payment security (which may include a confirmed irrevocable letter of credit, parent
  guarantee or surety bond in a form and amount reasonably acceptable to Siemens Energy
  Inc.).
- This offer is based on the successful completion of Siemens compliance review check and approval by Siemens authorities if applicable.

## 4.3 Delivery Terms

The delivery terms and lead time provided are applicable for the scope of work outlined.

 Delivery lead times is 59 weeks from Siemens PO Acceptance subject to engineering capacity at PO placement. A high-level schedule estimate is provided in 6.3 Appendix 3 which will be reconfirmed during project execution.



Delivery terms are Incoterms 2010, DAP Customer Site

## 4.4 Payment Terms

All payments shall be net 30 days from the date of the invoice.

The following payment milestones are applicable for the proposed scope of work,

10% of contract price upon Kick off Meeting

20% of contract price upon Submission of Drawings for Review

20% of contract price upon Completion of FAT

25% of contract price upon Receipt of Materials onsite

15% of contract price upon I&C complete

10% of contact price upon Successful Completion of Performance and Emissions testing or within 30 days from I&C complete, whichever is earlier

## 4.5 Validity

The proposal is firm and valid for 60 days from the date of issuance of proposal.

## 5. Terms and Conditions

Terms and Conditions are based on LTSA No. 0426 Submitted 02-17-2016 signed between Siemens Energy Inc. and Vineland Municipal Electric Utility (subject to Siemens management approval for scope of work outlined in this proposal).



## 6. Appendix

# 6.1 Appendix 1 – Siemens Cabling and Grounding requirements and practices

The customer shall ensure that the Siemens requirements within GER0035, GER0070, GER0018, GER0142 and GER00198 are complied with prior to the installation of the UCP. Some of these requirements are as follows:

GER 0035: Guideline to cable and wire specification

- Customer must ensure all control circuitry and DC voltages are within 5%.
- · To minimize radiating noise in the panel:
  - Run it in conduit, fully shielded or armored cable. Separate it in a ferrous metal box until it reaches the panel
  - Enter the cabinet close to the point where the power is filtered (no more than a few inches)
  - Keep all other wiring away from the incoming power

### GER 0070: Grounding / Earthing Design and Application

- Due to ground differences across the installation site, EMC grounds shall be isolated on one end.
- All cables with shields must be tied through to the control panel ground.
- Grounding/earthing wire has a special color coding and is used from grounding of equipment, cable trays, junction boxes and individual devices. The color is given below:
  - Green-Instrumentation (I/S and non-I/S),
  - Green with a yellow stripe-earth grounds
- Grounding cables are to be replaced unless certified compliance to SIEMENS baseline. Qty 2
  each properly sized conductors for Safety, Instrument, and intrinsic circuits PER PANEL routed
  directly back to platform grounding buss plate.

#### GER 0198: Signal Separation Requirements for Panels, Packages, and Cross-site Wiring

 Incoming power should have no more than 5% drop, or no more than the local standard, or no more than the contract specific requirement, as measured from the power distribution source to the panel.



## 6.2 Appendix 2 - General Clarifications to Industry Specifications

#### Miscellaneous

Siemens global engineering requirements and specifications pertaining to design, constructability, and product technical integrity including all relevant industry standard Clarifications shall take precedence over any other industry standards.

GER 0125: Engineering comments and Clarifications to ANSI/API 610/ISO 13709, Centrifugal Pumps for General Refinery Services.

GER 0126: Engineering comments and Clarifications to API 670, Machinery Protection Systems.



## 6.3 Appendix 3 - High Level Project Schedule

A high-level project schedule is provided below and shall be reconfirmed during project execution.

Project #:

YSF181335447HL

Project: SF-181335447 City of Vineland Liq Fuel Mod - Project Manager: Wendy Ford

Report Run:	23Aug19				- Vince the second		70.00					.,,													.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,					
Activity ID	Activity Desc.	Task Duration	Early Start	Early Finish	Labor Remaining Units	-					-				-	-								-	ļ .	-			-	-	Oct
10	SF-181335447 City of Vineland Liq Fuel Mod	286d	10/01/19	11/13/20	624							Ti	ime h	low -	02.10	n 10					_										
10.10	Milestones	4d	11/09/20	11/13/20	0							111	ine iv	NOW -	0230	птэ	i	 													
10.10.10	Project Completion	0	11/09/20	11/09/20	0											-31177-			1-11		2001111										
10.10.11	Project Completion Target	0	11/12/20	11/12/20	0											-	1														
10.10.12	Receipt of Spares	0	11/13/20	11/13/20	0												-												5		
10.25	PO Receipt	1d	10/01/19	10/01/19	0								100				1		8												
10.40	Engineering	70d	06/03/19	09/10/19	224																										
10.41	Engineering Completion	17w	10/01/19	02/04/20	0									7777					<b>\$</b> //	777	177	///	7								
10.45	Procurement	30w	02/05/20	09/03/20	0	-											T						7	///	///	777.	///	777	777	7	
10.50	Procurement of Spares	38w	02/05/20	10/30/20	0												1						Z	111	111	111	///	777	7//	111	1111
10.80	Shipment for I&C	15d	09/04/20	09/25/20	0												1													ZZ	3
10.85	Installation & Commissioning	31d	09/28/20	11/09/20	0												1														7///
10.100	Shipment for Spares	10d	11/02/20	11/13/20	0						1						-									OCCUPIL T				1000110	F



## 6.4 Appendix 4 - Generic Inspection and Test Plan

Siemens attaches a generic ITP. During execution, customer shall receive vendor ITPs.

# Siemens Energy

## Modernizations & Upgrades Inspection and Test Plan

Project: City of Vineland

Issue: Draft Only

Document Number: GEDXXXXXXX

Issue Date: 8/21/2019

# **Revision Index and Approvals**

Siemens Quality Rep	Date	Description of Change	Revision
Venki Balasubramanian	8/21/2019	Draft issue for proposal	000
		A.	

## **Definitions**

Abbreviation	Term	Definition
Α	Approval	An approved document is required in order to proceed.
D	Document	A document is required to be produced and maintained in the manufacturing records.  Note: A Certificate of Compliance (C of C) is provided when the actual document contains proprietary information.
0	Observation	An activity where the purchaser is notified of the timing of the activity and the activity is performed as scheduled if the purchaser or the purchaser's representative is not present.  Note: Components purchased for general inventory (schedule agreements) are not available for OBSERVATION at the supplier's facility.
R	Review	A documentation, activity, or quality characteristic review is available. In the event that the purchaser does not review an activity, the activity may not be repeated. A document review can take place subsequent to the activity being completed or during Quality dossier review.
w	Witness	An activity where the purchaser is notified of the timing of the activity and a hold is placed on the activity until the purchaser or the purchaser's representative is in attendance unless the purchaser has granted a written waiver. Siemens reserves the right to proceed with the activity 5 working days after the specified date if there is a substantial financial impact to the business.  Note: Components purchased for general inventory (schedule agreements) are not available for WITNESS at the supplier's facility.

Responsible Party

1 = Siemens Energy
2 = Supplier
3 = Customer or Customer Agency
4 = Not Applicable for this project

Project: City of Vineland

A = Approval Required
D = Document Required
O = Observation Point (Requires 14 days advanced notice)
R = Review Required
W = Witness Point (Requires 14 days advanced notice)

Project: City of Vineland

Doc: GEDXXXXXXXX Rev: 000

<u>Notification</u>: The customer will be notified in a previously agreed manner at least **14** calendar days in advance of major testing, e.g. factory acceptance test (FAT). These points are indicated in **Bold** text.

<u>Recommendations</u>: It is recommended that the designated inspector make contact with Siemens and sub-supplier representatives to agree on final date and time as necessary. For inspectors traveling by air, it is recommended that airline tickets be purchased with open ended departure and arrival dates.

<u>Schedule</u>: A project inspection schedule will be published after customer approval of the Inspection and Test Plan. This schedule, which will be issued with the Project Manager's Monthly Report, should be used for long range planning.

MRB: A manufacturing records book is issued within 4 weeks after the equipment ex-works date. The MRB consists of a copy of the documentation on one CD-ROM or CD-ROM set. Documentation will be compiled and indexed in accordance with Siemens standards.

#### Notes:

Throughout this document, the Supplier in Column 2 of the Responsible Party may refer to a party external to Siemens or to another group within Siemens.

Siemens and sub-supplier procedures are available for customer review at the manufacturing facility upon request.

Customer requests for additional inspection and/or witness points received by Siemens upon Customer Award and during project execution will be subject to a Change Order"

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Project: City of Vineland

Doc: GEDXXXXXXXX Rev: 000

# General

RESPONSIBLE PARTY

REF. NO.	ACTIVITY	PROCEDURE	ACCEPTANCE CRITERIA	1	2	3	4	REMARKS	
1	Approval of contract	LOP P.5.D	Contract Specifications	А					
2	Approval of Inspection and Test Plan (ITP)	LOP P.8.6	Contract Specifications	А		А			

Responsible Party

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Project: City of Vineland

Doc: GEDXXXXXXXX

Rev: 000

## **EMV Controller**

REF. NO.	ACTIVITY	PROCEDURE	ACCEPTANCE CRITERIA	RESPONSIBLE PARTY				
				1	2	3	4	REMARKS
1	Dimensional inspection of entry and connection locations (if applicable)	Supplier Procedure	Approved Drawing	R	D			
2	Continuity and Electrical testing	Approved FAT Procedure	Approved FAT Procedure	R	D			
3	Simulation test/factory acceptance test (FAT)	Approved FAT Procedure	Approved FAT Procedure	w	D			3 day Testing required W: 14 Days advance notification needed
4	Final inspection  Documentation Review  Panel Paint touch up  Prepare for Shipment	Supplier Procedure	Drawing Tolerances & Contract Compliance & Supplier Checklist	R	D			

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Project: City of Vineland

Doc: GEDXXXXXXXX

Rev: 000

#### BUSINESS ENTITY DISCLOSURE CERTIFICATION

## FOR NON-FAIR AND OPEN CONTRACTS Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF VINELAND

Mayor Anthony R. Fanucci Councilman Paul F. Spinelli Councilman David Acosta Councilman Dr. Elizabeth A. Arthur Councilman Ronald John Franceschini, Jr. Councilman Albert Vargas  Part II — Ownership Disclosure Certification  I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership Corporation Sole Proprietorship Subchapter S Corporation  Limited Partnership Limited Liability Corporation Limited Liability Partnership  Name of Stock or Shareholder Home Address  Siemens Corp. 300 New Jersey Ave. Suite 1000, Washington, DC  2000  Part 3—Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law. Name of Business Enfly: Siemens Energy Inc. Energy Inc.
Councilman Paul F. Spinelli Councilman David Acosta Councilman David Acosta Councilman Ronald John Franceschini, Jr. Councilman Ronald John Franceschini, Jr. Councilman Albert Vargas  Part II — Ownership Disclosure Certification  I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership
Councilman David Acosta  Councilwoman Dr. Elizabeth A. Arthur  Councilman Ronald John Franceschini, Jr.  Councilman Albert Vargas  Part II — Ownership Disclosure Certification  I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership
Councilwoman Dr. Elizabeth A. Arthur  Councilman Ronald John Franceschini, Jr.  Councilman Albert Vargas  Part II — Ownership Disclosure Certification  I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership
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I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership  Corporation  Sole Proprietorship  Subchapter S Corporation  Limited Partnership  Name of Stock or Shareholder  Home Address  Signature and Attestation:  The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership
of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business entity:  Partnership
Check the box that represents the type of business entity:    Partnership
Partnership
Name of Stock or Shareholder  Name of Stock or Shareholder  Siemens Corp.  300 New Jersey Ave. Suite 1000, Washington, DC  Part 3 - Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Stock or Shareholder  Siemens Corp.  300 New Jersey Ave. Suite 1000, Washington, DC  Part 3 - Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Siemens Corp.  300 New Jersey Ave. Suite 1000, Washington, DC  2000  Part 3 - Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Siemens Corp. 300 New Jersey Ave. Suite 1000, Washington, DC 2000  Part 3 - Signature and Attestation: The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
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certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business & Significant of Si
Name of Dusiness Charty / Although the bound of the control of the
Signed:
Fitte: HEAD OF LTP - RNA
Print Name: STEVE CHILCOTE
Date: 6/24/19
Subscribed and sworn before me this Haday of
NATALY SERBANO (Affant)
My Commission expires: Notary Public, State of Texas Natary Servano - Coolainator
10-10-2021   Comm. Expires 10-10-2021   Corporate Seal)

### BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR NON-FAIR AND OPEN CONTRACTS Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF VINELAND

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity. 5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the oneyear period immediately preceding the effective date of this act

#### The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

z. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements. While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part

affecting amounts of contributions: "The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Fallure to submit the required information is cause for automatic rejection of the bid or proposal.

Name o		Energy, Inc.
Organi	zation Address: 4400 Ala	faya Trl. Orlando, FL 32826
<u>Part</u> I	Check the box that represents	the type of business organization:
<b>D</b> Solo	e Proprietorship (skip Parts II and I	III, execute certification in Part IV)
Nor	1-Profit Corporation (skip Parts II a	nd III, execute certification in Part IV)
<b>⊿</b> For	-Profit Corporation (any type)	Limited Liability Company (LLC)
Par	tnership Limited Partners	hip Limited Liability Partnership (LLP)
Oth	er (be specific);	
Part I	<u>L</u>	
	own 10 percent or more of its sto	es and addresses of all stockholders in the corporation who ck, of any class, or of all individual partners in the partnership interest therein, or of all members in the limited liability or greater interest therein, as the case may be. (COMPLETE STION)
	OR	
	Individual narinar in the northers	ration owns 10 percent or more of its stock, of any class, or no hip owns a 10 percent or greater interest therein, or no mpany owns a 10 percent or greater interest therein, as the V)
(Please	attach additional sheets if more space	
Name	of Individual or Business Entity	Home Address (for Individuals) or Business Address
Sien	nens Corporation	300 New Jersey Ave. Suite 1000, Washington, DC 2000
	. /	

# Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filling, ownership disclosure can be met by providing links to the website(s) containing the last annual filling(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filling(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://new.siemens.com/dlobal/en/company/investor-relations/	Annual Repo
events - publications - ad - hoc. html	'
events - publications - ad - ho'c . html	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

## Part IV Certification

I, being duly swom upon my cath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Vineland Purchasing Department is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Vineland Purchasing Department in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Vineland Purchasing Department to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	STEVE CHILCOTE	Title:	HEAD OF	LTP - RNA
Signature:	John	Date:	6/24	119

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

· any State, county, or municipal committee of a political party

any legislative leadership committee\*

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:

o of the public entity awarding the contract

o of that county in which that public entity is located

o of another public entity within that county

o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets
  of a business entity or 10% of the stock in the case of a business entity that is a corporation
  for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- · any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

\* N.I.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: Cumberland

State: Governor, and Legislative Leadership Committees

Legislative District #s: 1 & 3

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**Bridgeton City** 

Commercial Township

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Millville City

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

#### Boards of Education (Members of the Board):

**Bridgeton City** 

Commercial Township

**Cumberland Regional** 

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

### Fire Districts (Board of Fire Commissioners):

Commercial Township Fire District No. 1

Commercial Township Fire District No. 2

Commercial Township Fire District No. 3

Downe Township Fire District No. 1

Downe Township Fire District No. 2

Downe Township Fire District No. 3

Maurice River Township Fire District No. 1

Maurice River Township Fire District No. 2

Maurice River Township Fire District No. 3

Maurice River Township Fire District No. 4

Maurice River Township Fire District No. 5