CITY OF VINELAND, NJ

RESOLUTION NO. 2022-409

A RESOLUTION AUTHORIZING PAYMENT OF SIEMENS EXPENSES FOR PARTS AND SERVICE IN ACCORDANCE WITH A LONG TERM SERVICE AGREEMENT FOR UNIT 11 AND CLAYVILLE GENERATING STATIONS.

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

WHEREAS, Siemens has provided quotations for parts for Unit 11 and Clayville Generating Stations in accordance with proposals attached hereto in the total amount of \$47,646.04; and

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

WHEREAS, the availability of funds for payment to Siemens in accordance with the Contract have been certified by the Chief Financial Officer; and

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that payment in the amount of \$47,646.04 shall be made in accordance with the Long Term Service Agreement.

Adopted:	
	President of Council
ATTEST:	
City Clerk	

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

UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

SEP 06 2022

CITY OF VINELAND BUSINESS ADMIN.

9/2/2022

(DATE)

1.	Service (detailed description): Parts for Unit 11 & Clayville Generating Stations provisioned under the Siemens Long Term Service Agreement
2.	Amount to be Awarded: <u>\$ 47,646.04</u>
	Encumber Total Award Encumber by Supplemental Release
3.	Amount Budgeted: <u>\$ 50,000.00</u>
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: Budget Year 2022
7.	Date To Be Awarded: 9/27/2022
8.	Recommended Vendor and Address: Siemens Energy Inc. 1200 West Sam Houston
	Parkway North, Houston TX 77043
9.	Justification for Vendor Recommendation:(attach additional information for Council review) *please see attached quotation for parts provisioned under the current Siemens Long Term Service Agreement
	Charges will be split as follows: E553X - 50% / E553C - 50%
	Non-Fair & Open (Pay-to-Play documents required) Fair & Open: How was RFP advertised?
10.	Evaluation Performed by: Steve August x4241
11.	Approved by: Jak Fille
12.	Attachments:
	✓ Awarding Proposal Other:
• * I	Send copies to: Purchasing Division Business Administration f more than one account #, provide break down



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

CITY OF VINELAND 640 E WOOD ST VINELAND NJ 08360 USA

Quotation 20273110

Name:

Darla Warfield

Department:

SE GP I SV NA LTP OM

Telephone:

+1 (999) 999-9999

Fax:

+1 (317) 677-1341

E-mail:

Your Inquiry:

LTP/Vineland/070522

Inquiry Date:

July 5, 2022

Doc. Date:

July 5, 2022

Our machine reference:

SPARES31 Spares Dummy Plant 3100 Mount Vernon

Dear Sir or Madam,

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

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

Siemens Energy, Inc. Houston

Siemens Energy, Inc 1209 Orange st, Wilmington DE 19801 USA Company Registration: 13-3987280

Siemens Energy is a trademark licensed by Siemens AG.

Office Address: 1200 West Sam Houston Parkway North Houston, TX 77043 USA



Quotation 20273110

Item	Designation	Quanti	ty	Price in USD per unit	Total in USD
10	LEAD,IGNITOR Material: RRE014296 Equipment: SPARES31 HS Code: 8416.20.0040 Current delivery time: 1 working weeks Standard delivery time: 15 working weeks Price:	2.000	EA	3,452.57	6,905.14
	Customer Price:				6,905.14
	22.200 2 6 6 7 2 8				6,905.14
	NJ0836099	0.00	%	TAX	0.00
20	FAN, AC Material: RRE048687 Equipment: SPARES31 HS Code: 8414.59.6590 Current delivery time: 30 working weeks Standard delivery time: 31 working weeks Price:	2.000	EA	6,843.81	13,687.62
	Customer Price:				13,687.62
	NJ0836099	0.00	%	TAX	0.00
30	FAN, COOLING Material: RRE059371 Equipment: SPARES31 HS Code: Current delivery time: 8 working weeks Standard delivery time: 8 working weeks	2.000	EA	5,349.99	10,699.98
	Price:				10 600 00
	Customer Price:				10,699.98 10,699.98
	Item being processed, price and delivery time	e to be con	firmed.		10,099.96
	NJ0836099	0.00		TAX	0.00
40	EXCITER,IGNITION Material: RRE039430 Equipment: SPARES31 HS Code: 8511.50.0000 Current delivery time: 1 working weeks Standard delivery time: 16 working weeks	1.000	EA	13,611.04	13,611.04
	Price:				13,611.04
	Customer Price:				13,611.04
	NJ0836099	0.00	%	TAX	0.00

Carry forward:	44,903.78
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Quotation 20273110

Item	Designation	Quantity	Price in USD per unit	Total in USD
Carry fo	rward:			44,903.78
50	Igniter Material: CH34736-1 Equipment: SPARES31 HS Code: 8511.80.6000 Current delivery time: 1 working weeks Standard delivery time: 20 working weeks Price:	2.000 EA	1,371.13	2,742.26 2,742.26
	Customer Price:			2,742.26
	NJ0836099	0.00%	TAX	0.00
		Net value: Taxes:		47,646.04
		Total (USD):		47,646.04

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

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

Compliance with Export Control Regulations

Compliance with Export Control Regulations
1 If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Energy or works and services (including all kinds of technical support) performed by Siemens Energy to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.
2 If required to conduct export control checks, Purchaser, upon request by Siemens Energy, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.
3 Purchaser shall indemnify and hold harmless Siemens Energy from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens Energy for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

Pricing base:

Terms of delivery:

FCA FAST Warehouse Orlando Incoterms® 2020

Delivery time:

Tax information:

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

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

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



Quotation 20273110

Terms of payment: Within 30 days Due net

Bank details:

Payment by check: Siemens Energy, Inc. Dept CH 14429 60055-4429 Palatine, IL

Bank: The Bank of New York Mellon, 500 Ross St., Pittsburgh, PA 15262, US

SWIFT: MELNUS3PXXX Bank code or NSC: 043000261 Account No.: 0009040527

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

Valid to:

Sep. 5, 2022

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

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