



Notice of Intent to Award a Sole-Source Procurement

Date: April 19, 2021

NTSS-023-21

Due Date for Comments: April 26, 2021

E-mail Address: RLowery@hollywoodfl.org

Fax Number: 954-921-3086

THIS IS NOT A COMPETITIVE BID

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

The Procurement Services Division has received a request to make the following sole-source procurement:

Requesting Department/Office: Public Utilities

Product and/or services to be purchased: Robicon 454GT Product Lines

Anticipated Cost: \$499,212.94

Sole Source Justification: Siemens Industry, Inc. is the sole source provider of warranted service.

Action To Be Taken:

No action is required if you agree this proposed purchase is a valid sole-source. If you do not agree that this proposed purchase is a sole-source, you may respond by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within five (5) business days after the date of publication of this synopsis will be reviewed by the City.

All responses must be in writing and returned to ATTN: Rob Lowery by Email or Facsimile number 954-921-3086 prior to the "Due Date for Comments." Please do not submit a bid for this public posting.

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #NTSS-023-21 - Robicon 454GT Product Lines **NOTICE TO SOLE SOURCE**

Time Left	Bid has ended.		
Time Started	Apr 19, 2021 8:19:52 AM EDT	Notifications	Report (Bidder Activity)
Time Ended	Apr 26, 2021 6:00:00 PM EDT	# of suppliers that viewed	23 (View)
Agency Information	City of Hollywood, Florida, FL (view agency's bids)	Q & A	View Questions & Answers Questions: 1 Q&A Deadline: Apr 26, 2021 2:00:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status Approved

Description

Bid Number NTSS-023-21
Title Robicon 454GT Product Lines
Budgeted Amount \$499,212.94 [\(change\)](#)
Estimated Amount \$499,212.94
Estimated Amount \$499,212.94 (This price is estimated - not guaranteed)
Description Siemens Industry, Inc. is the sole source provider of warranted service.

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

1. [NTSS-023-21 Simens Industry.pdf](#) [\[download\]](#)

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

NOT AWARDED REASON

The City of Hollywood did not receive any responses to the NTSS and will proceed with award to Siemens Industry, Inc.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Exhibit A

April 2, 2021

City of Hollywood
1621 N 14th Ave
Hollywood, FL 33020

Attn.: Mr. Kelly Angeles

Subject: Robicon 454GT Drive Upgrade
Siemens Proposal Number Q1945570 Rev7

Dear Mr. Angeles,

For almost 20 years, Robicon 454GT products have been a proven solution for low voltage variable frequency drive (VFD) needs. As with all types of equipment, technology advances and age eventually necessitates upgrade. With the emergence of new technology, critical parts for the 454GT are now largely obsolete. Siemens has been migrating these older drives to the SINAMICS W Series drives with state-of-the-art technology that provides energy savings, integrated safety, communication options and other advanced features.

Siemens is pleased to offer this proposal to upgrade the Robicon 454GT drives to SINAMICS W series drives for the City of Hollywood. The approach to replacing the existing drives varies depending on the horsepower (due to cabinet size limitations for retrofitting). In general, 454GT drives 40HP and larger can be retrofitted using the existing cabinet, while smaller drives must be replaced with complete new enclosed drives.

New drives will be 18-pulse (clean power) to match the existing drives. The proposed scope of equipment and services to accomplish upgrade for the City of Hollywood are outlined in pages that follow.

This offer includes firm pricing for the new drive(s) and the engineering related to drive specification and installation design.

The first step is to evaluate your operations and collaborate with you to define the order of priority for replacement of existing drives based on outage schedules, production requirements, and how critical each is to its specific process.

Benefits of upgrading to the SINAMICS W series low voltage drives:

1. Replace 454GT technology that is 15+ years old and that is approaching obsolescence.
2. SINAMICS VFD's provide the most advanced features, ease of startup and flexibility of any product line in the world, with options for technical support over the life of the drive.
3. Opportunity to review each application and increase performance, control and monitoring capability.
4. Retrofit solution (40HP or greater) will reduce cost by taking advantage of the following:
 - a. Utilize the existing drive cabinet enclosures, conduits and cables.
 - b. Avoid 3rd party engineering cost for installation design to accommodate new drive cabinets into existing spaces and re-routing of conduits/cables.
 - c. Reuse existing circuit breaker, transformer and other power components (as applicable).
 - d. Reduce downtime by replacing only internal components vs. completely new drive and cabinet installation.
 - e. Reduced interference to plant operations.
 - f. Significant cost savings estimated at least 30% over the new enclosed drive solution.

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We welcome the opportunity to review this offer with you and make any adjustments to the approach or equipment features that might better fit your needs.

Thank you for this opportunity to be of service and for your interest and confidence in our abilities. Please feel free to contact me with any questions.

Sincerely yours,

Gary Melendez

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David Sanabria

David Sanabria
Siemens Industry, Inc
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Your plant operates best with a solid service strategy. But, it isn't easy. Having all of the skills you need in house to keep critical systems operating may not be practical. That's why many companies work with Siemens Industry Services, the experts in comprehensive industrial services.

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OVERVIEW

Siemens proposes to provide engineering, materials and services to upgrade Robicon 454GT Drive(s) to Siemens SINAMICS W series drive(s) in accordance with details provided below. The proposed services will be performed at the City of Hollywood's Wasted Water Treatment Facility in Hollywood, FL.

Siemens will supply the necessary project management, engineering, hardware, installation, and commissioning services to install new SINAMICS enclosed drive(s) and/or retrofit into the existing enclosures. Anticipated project tasks include:

1. Application review with Customer personnel and confirmation of required features & control interface requirements.
2. Procurement of new SINAMICS drive(s) and related devices, as required.
3. Engineering to revise existing drawings and plan for installation.
4. Pre-outage on-site planning meeting with Customer personnel & work scope review with installing contractor, as applicable.
5. Removal of old and installation of new drive(s). Scope varies depending on retrofit into existing cabinet or supply of complete new enclosed drive.
6. Pre-commissioning acceptance checks.
7. Commissioning & startup.
8. Documentation consisting of installation drawings and parts lists. Defined in Section "Drawings & Documentation".

SCOPE OF WORK

Engineering: Tasks to prepare for installation will include (as applicable):

1. Review existing drawings, to include:
 - Original Robicon drive
 - Facility single-line (including motor and cable details)
 - Customer's control system interface to the drive
2. Review new SINAMICS drawings & confirm required ratings, features and control interface.
3. Markup (red-line) Customer's existing Robicon cabinet mechanical drawing to show new SINAMICS component layout
4. Markup (red-line) Customer's existing drive control interface drawings to show new SINAMICS drive wiring terminal designations
5. Review strike and creep distances (for retrofit installation in existing cabinet)
6. Review airflow requirements (for retrofit installation in existing cabinet)
7. Determine location for installation of new enclosed drive(s), including any required re-routing and/or installation of new cables.
8. Collaborate with Customer regarding installation outage and coordinate/plan with Electrical Contractor (if applicable)
9. Provide as Built Drawings in PDF.

Installation: Siemens will furnish necessary labor, materials and tools to install the proposed new drives, unless specifically excluded or detailed otherwise herein. Overview description of the installation approach is as follows:

Retrofit Installation

- Drive components will be removed from the existing Robicon cabinet and the new components will be installed in that same enclosure.
- The old ROBICON door-mounted control module will be removed & replaced with the new operator interface module.
- Existing power & control wiring will be re-used and connected to the new drive.
- The drive will be grounded to the existing facility ground system.

Drawings & Documentations: Siemens will furnish the following customer deliverable drawings and documentation.

- Internal drive panel component arrangement drawing
- Wiring diagram
- Schematic
- Field markup of available customer drive control interface drawings showing new devices. These drawings will not be provided if customer drawings of pre-existing system are unavailable. (the plan is not to mark up the actual customer control drawings, just the specific drive(s) drawings
- Factory standard drawings and instruction book for the supplied drive(s) and components provided under this contract.
- Field Service Commissioning Report with drive setting parameter summary.

All documents will be provided in .pdf electronic format. Additional charges will apply if additional documents or alternate document formats are required.

Retrofit

Siemens scope of supply includes drive system components for “retrofit” into Customer’s existing Robicon cabinet(s) in the following quantities and ratings:

Qty.	Drive	HP	Rated Current	Pulse
4	SINAMICS W150, 460V	800	985 A	18
1	SINAMICS W150, 460V	400	490 A	18

Under the “retrofit” approach, certain high reliability components are retained and reused in addition to the cabinet. Major items include the input disconnect (breaker or switch), transformer & output reactor.

SCHEDULE

Following is a preliminary schedule that will be refined & confirmed within two (2) weeks after Siemens receipt of customer purchase order with complete information and all necessary releases to proceed.

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Certified drawings (no engineering approvals by customer):

1. Customer kick-off meeting: 1 weeks ARO
2. Engineering completed & retrofit drawings produced: 2-4 weeks after kick-off meeting – chassis Only
3. Drive shipment: 12-14 weeks after engineering is completed
4. Installation & Commissioning: per customer schedule not to exceed 4 weeks after shipment of equipment.
5. Total overall delivery schedule estimate: 16-20 weeks ARO.

Add 2 weeks if customer drawing approval is required. This schedule includes not to exceed 2 weeks for customer return of all drawings marked approved or approved as noted after initial receipt. Please note - drawing changes by customer may result in additional charges.

Although we are working hard to meet the delivery and performance dates mentioned above, temporary delays in delivery and service performance concerning us and/or our suppliers/sub-contractors may occur as a result of the Covid-19 virus. Therefore, the delivery/performance date (mentioned above) is non-binding. The delivery/performance is subject to uninterrupted supply chain, production and logistics and may be postponed. Also, we have to reserve the right to partial delivery/performance of service. If you have questions, please get in touch with your local Siemens contact.”

PRICING

Prices (US\$) to provide the subject equipment and services in accordance with the quantities, technical specifications, clarifications, schedule and terms detailed herein are as follows:

Pricing Summary

Line Item	Service Description	Price
Line Item 001	Retrofit 800 HP & 400 HP Drives	\$ 478,585.00
Line Item 002	Suggested Spares Parts	\$ 16,715.94
Line Item 003	Two days of informal Training	\$ 3,912.00
Total for All Services		\$ 499,212.94

Line Item 001 - Retrofit 800 HP & 400 HP Drives

Drive Type - Rated Current	HP	Qty	Material, Installation Labor and Travel Expenses (each)	Material, Installation Labor and Travel Expenses (lot)
SINAMICS W150, 460V - 490A	400	1	N/A	\$ See Below
SINAMICS W150, 460V - 985A	800	4	N/A	\$ See Below
Total Lot Net				\$ 478,585

* Price is contingent upon the purchase of all five drives

* Price includes three (3) site mobilizations for all five drive retrofits.

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* The Medium Voltage feed with step down transformer requires the addition of pre-charge contactors. The price for this addition is reflected in the price. Price includes material and additional labor for installation

Line Item 002 – Suggested Spare Parts

Item #	Description	QTY	Price Each	Price Lot
1	SITOR fuse link, with slotted blade contacts, NH2, In: 630 A, aR, Un AC: 1000 V, front indicator	2	\$ 658.00	\$ 1,316.00
2	*Spare part* SINAMICS/MICROMASTER PX Replacement fan (complete assembly kit) for AC Drive/Power/Motor Module Built-in units Frame sizes G, H and J	1	\$ 1,955.00	\$ 1,955.00
3	*Spare part* SINAMICS/MICROMASTER PX replacement fan transformer for 380-480V 3AC, 50/60 Hz AC Drive/Power/Motor Module Built-in unit design G	1	\$ 1,510.00	\$ 1,510.00
4	*Spare part* SINAMICS replacement Relay module for AC Drive/Power/Motor Module built-in unit frame sizes F, G, H and J	1	\$ 87.00	\$ 87.00
5	*Spare part* Fuse link ATDR4, 4 A, 600 V	2	\$ 74.66	\$ 149.32
6	*Spare part* SINAMICS spare part Control interface Module (CIM) for air-cooled devices	1	\$ 6,065.00	\$ 6,065.00
7	SINAMICS S120 SPARE IPD-CARD FOR AIRCOOLED MOTOR MODULE DC 510 - 720 V / 490 A	1	\$ 352.00	\$ 352.00
8	SINAMICS SPACE DOOR FOR POWER/LINE/MOTOR MODULE CHASSIS UNIT SIZE G	1	\$ 909.00	\$ 909.00
9	SINAMICS DRIVE-CLIQ CABLE IP20/IP20 LENGTH: 0.60 M	1	\$ 41.63	\$ 41.63
10	SINAMICS REPLACEMENT SNAP CONNECTOR	5	\$ 10.00	\$ 50.00
11	*Spare part* SINAMICS replacement fan transformer for 380-480V 3AC, 50/60 Hz AC Drive/Power/Motor Module Built-in unit design H	1	\$ 2,695.00	\$ 2,695.00
12	*Spare part* Fuse link 8A 600 V	4	\$ 60.94	\$ 243.76
13	*Spare part* SINAMICS S120 Replacement IPD card for air-cooled Motor Module 380-480V, 560kW	1	\$ 154.00	\$ 154.00

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14	Touchsafe Socket-14 pin	1	\$ 6.27	\$ 6.27
15	PLUG-IN RELAY, 4PDT, 15A, 24VDC	4	\$ 31.07	\$ 124.27
16	TerminMod.TM31	1	\$ 423.65	\$ 423.65
17	VARISTOR,48-127VAC	1	\$ 41.00	\$ 41.00
18	FUSE,600V,10A,CLASS CC,TDLY	1	\$ 8.05	\$ 8.05
19	ContrUnitCU320-2	1	\$ 585.00	\$ 585.00
Total Lot Net:				\$ 16,715.94

Line Item 003 –Training

Training includes two (2) consecutive eight (8) hours days of informal onsite training. The OEM manuals will be used as the basis of the training. A maximum of Eight (8) people each day is included. Training will focus on maintenance, operation and trouble shooting. No weekend travel is included. Training excludes separate trip to site.

Total price for Optional On-site Training \$3,912.00

SIEMENS RESPONSIBILITIES

Siemens will provide/perform the following items in accordance with details provided herein:

1. Order management & engineering.
2. SINAMICS drive(s) detailed under “Equipment” and any additional hardware specifically listed.
3. Installation labor and materials (subject to clarifications and Customer Responsibilities herein)
4. Commissioning field engineering services.
5. Safety equipment and documentation as necessary.
6. Standard factory drawings and documentation for major equipment.
7. Markup of Customer’s drawings for each replaced drive.
8. Field Service Report with details of startup parameters and drive setup settings.

CUSTOMER RESPONSIBILITIES

1. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
2. Provide complete As-Built drawings and documentation for existing equipment and systems to be upgraded (e.g. one line drawings, wiring diagrams, schematics, interface and interconnection drawings, etc.) within one (1) week after purchase order placement.
3. Receive, off-load and provide safe and environmentally correct storage for equipment and materials that are shipped to the site, unless specifically addressed otherwise in this document.
4. Provide equipment and labor for all lifting and moving to include items such as moving the new drive from receiving or storage area to the installation location and removing old drive or components and setting new in place.

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5. Allow Customer's equipment/systems to be taken out of service for the required periods of time necessary for installation of new devices and/or modification of existing.
6. Make all equipment available including removal from service, switching, and operation of equipment (opening and closing of breakers, switches, etc.) and de-energizing as required to electrically isolate equipment and permit a continuous progression of work.
7. Operate Customer's equipment, as necessary, for any required testing, analysis, etc required by Siemens personnel in completing the services.
8. Customer may wish to test the bypass functionality to confirm proper function prior to beginning the drive retrofit tasks.
9. Some modifications to the enclosure such as new exhaust openings may be needed to ensure adequate ventilation and cooling of the drives. Customer is requested to confirm that ducts/piping running over the enclosures does not drip due to condensation or otherwise create hazardous conditions.
10. Perform any required modifications to Customer's control system, including required PLC programming and communication setup changes, to allow proper interface and operation with the new drive.
11. Provide adequate cooling for the room containing the drive(s) and/or ductwork modifications, as necessary, to provide ventilation to the cabinets.
12. Provide or authorize Siemens to obtain a 120 VAC, 20 ampere dedicated circuit for installation work within 50 feet of the installation location.
13. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer provided access authorization or training is delayed.
14. Provide, install, operate & remove any temporary power necessary for customer processes and operations, unless specifically addressed otherwise in this document.
15. Provide potable water and restroom facilities for Siemens personnel and Siemens' subcontractor personnel.
16. Obtain & pay cost for any local jurisdiction authorizations or permits.
17. Customer to un-couple and re-couple the motor as required for commissioning. Any customer caused delay in coupling work be considered extra and billed.
18. Customer to demonstrate system functionality prior to the start of work.
19. Access to plant air or compressed air.

COMMENTS AND CLARIFICATIONS

General

1. Drive installation is to be performed on a continuous basis without delays outside of Siemens' control. Direct and indirect cost and schedule impacts arising from delays caused by others are excluded and will be invoiced in accordance with the Additional Work article.
2. It is assumed that all existing electrical power system equipment, control system devices, motor, cables, driven load and associated sensing/feedback devices are in good operating condition and suitable for continued use without modification or repair. Any troubleshooting and/or repair labor/parts required on equipment or systems not provided by Siemens under this contract will be provided exclusively upon Customer's written authorization and will be charged in accordance with the Additional Work article.
3. Customer's existing drive and/or drive components that are removed will be left with Customer for disposal or other disposition.
4. This offer does not include any analytical studies (short circuit, protective device coordination, arc flash, harmonics, etc.). If required, these can be provided at additional cost.

5. This offer does not include harmonic measurements at the site before or after installation of the new drive(s). If required, these can be provided at additional cost.
6. Siemens personnel and/or its subcontractors (if applicable) will not operate or perform switching that shall energize or de-energize any portion of the customer's electrical system or operate any equipment (powering on or off of equipment).
7. Siemens reserves the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this quotation and invoiced in accordance with the Additional Work article.
8. Siemens personnel will provide and apply their own individual locks to breakers/switches in addition to Customer's locks for circuits that are locked out during equipment installation or servicing.
9. Price is based on installation and testing of new equipment and retrofit components by Siemens field engineer personnel with occasional support by local non-union electrical craft labor. Additional charges will apply if the local job-site requires union labor for these tasks.
10. Price excludes seismic analysis of new or retrofitted equipment. If required, these studies can be performed for an additional charge.
11. Price excludes equipment labeling to meet local jurisdiction or regulatory agency requirements. If needed, labeling can be performed for an additional charge.
12. Hazardous material handling and/or removal, including but not limited to the items listed below are excluded from this offer. Any such hazardous materials on equipment, or in areas where work is to be performed, are to be identified by Customer, and Customer must perform any required removal/abatement prior to Siemens beginning work. If a hazardous material is encountered during the project, Siemens will stop work and advise Customer. Work will restart after the material has been satisfactorily removed and an exposure threat no longer exists.
 - Asbestos
 - Lead paint
 - Polychlorinated Biphenyl (PCB)
 - Contaminated soil

Technical

1. This proposal is based on replacing or retrofitting (as applicable) the existing drive with a new SINAMICS drive with equivalent power ratings. There are no process performance guarantees included in this offer.
2. For retrofit applications, it is assumed that no additional electric power filters or other harmonic distortion mitigation devices will be required, beyond any such existing devices that will be reused.
3. No PLC or HMI hardware or other control components exterior to the specified new drive are included. It is assumed that existing control systems, devices and wiring will be re-used and are adequate for interface with the new drive. Any required modifications to the interface or upgrade of control capabilities will add to the cost.
4. Proposal assumes that the existing grounding system is adequate and in good condition.
5. Proposal assumes that Customer's existing upstream circuit breaker is properly sized for VFD application and has been properly maintained.
6. Proposal assumes that Customer's existing motor is properly sized for VFD application and has been properly maintained.
7. For drive component retrofit applications, all of the new components will be UL listed and approved but the retrofitted assembly as a whole will not be UL listed.
8. Cleaning and/or performing maintenance on any electrical equipment outside the boundaries of the installation scope detailed herein is not included in this offer and will be subject to additional charges, if required.

ON-SITE LABOR ALLOWANCES

Drive installation & commissioning include the following on-site labor Allowances (per drive). The estimates do not include travel labor hours and expenses associated with the days at the site.

HP Range	Drive Retrofit
250 - 500	(2) men x (4) 10-hr days + (1) man x (1) 10-hr day
800	(2) men x (6) 10-hr days

PRICE BASIS

Material prices are firm and will be invoiced upon shipment. In addition to the drives and any associated devices, these prices include project management, engineering, installation planning, documentation and related expenses. Travel and Living expenses are included in above price.

1. Price reduction is contingent upon the purchase of all Five (5) Units,
2. Installation is based on working 10-hour days, Monday thru Friday, excluding Siemens holidays.
3. Spare parts are not included in this offer, but will be identified and priced for Customer purchase after completion of engineering and availability of required information.
4. Price is based on three (3) mobilization for all five drives. A continuous progression of work is required.
5. If additional work, repairs and/or troubleshooting of problems are added to the project, the labor will be provided on a time-and-expense basis at rates defined under "Additional Work" article.
6. Any required overtime (weekday, weekend and/or holiday) outside of the schedule detailed herein will be invoiced in addition to the quoted price in accordance with rates defined under the "Additional Work" article.
7. Price allows for one (1) hour per man for site-specific safety training.
8. Time for Customer-required safety meetings that are in addition to the standard Siemens daily safety meetings shall be billed to owner's account per signed time tickets in accordance with rates defined under the "Additional Work" article.
9. This offer is based on the current market prices for copper and steel as of the date of this offer. Due to the volatility of the metals markets, the prices offered will be subject to adjustment at the time we receive your purchase order. We will notify you in our acknowledgement if any adjustment is necessary.

TERMS AND CONDITIONS

This offer is expressly conditioned upon and governed by the City of Hollywood Terms and Conditions and Exhibit B Siemens Standard Commercial Warranty dated April 2, 2021. It is Siemens expectation that any resulting Purchase Order will include and be governed by the City of Hollywood Terms and Conditions and Exhibit B Siemens Standard Commercial Warranty dated April 2, 2021.

Siemens Industry, Inc.

OFFER VALIDITY

This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order to Siemens during such validity period, along with credit approval, will be sufficient to form an agreement on the terms and conditions of this offer.

TERMS OF PAYMENT

An invoice in the amount of the above firm price plus billing for any extra work or delay time will be issued upon completion of the defined scope of work. Payments are due and payable net within thirty (30) days from the date of each invoice.

Payments are due and payable net within thirty (30) days from the date of each invoice. Progress billing milestones will be as follows:

- 70% when equipment/materials are shipped
- 30% on acceptance not to exceed 90 days from shipment.

SCHEDULE & DELAYS

Delays and other circumstances outside the control of Siemens will cause cost and schedule impacts. Delays and/or schedule changes caused by, but not limited to, the items below will be charged in addition to the quoted price in accordance with the "Additional Work" article.

- Price is based on the work and equipment shipment schedules stated herein. An accelerated, decelerated or discontinuous schedule, outside the control of Siemens, will be subject to additional billing.
- Siemens assumes all equipment will be made available/accessible before or upon arrival of Siemens personnel or subcontractors. Delays in gaining access to the work area or the equipment to be serviced due to circumstances beyond the control of Siemens will be subject to additional billing.
- Customer is responsible for coordinating all other contractor operations at the site during the period that the subject work is being performed by Siemens and/or its subcontractors. Changes to the schedule or delays caused by incomplete work that is the responsibility of others will cause schedule impacts and will be cause for additional charges.
- Price is based on continuous progression of work without interruption or delay. Cost and schedule changes may apply if Siemens is delayed by actions of others.
- Night-turn, weekend or holiday work required to accommodate outage schedules for circuit tie-in or other reasons will be subject to additional charges to cover the premium labor rate differential.
- Customer shall provide sufficient advance notice of any necessary scheduled outages to facilitate effective work planning by Siemens. Cost and schedule impacts will apply if customer cancels scheduled outage on short notice.
- Additional items that are considered to cause delays beyond Siemens control are:
 - Installation and wiring errors outside Siemens' scope of supply.
 - Construction/installation problems associated with mechanical systems.
 - Customer's production requirements for the equipment or system being serviced or other equipment that has an effect on the work schedule for this project.
 - Problems with equipment that is supplied by others.
 - Unsafe working or testing conditions.

- Inclement weather.

ADDITIONAL WORK

Delays, additional engineering, schedule changes and Customer-requested additional work or changes that require materials or labor outside the Scope of Supply detailed in this offer are considered "Additional Work" and will be invoiced as an adder to the contract.

Replacement parts and associated troubleshooting, installation and re-testing labor not specifically included in the scope of this offer are considered "Additional Work" and will be invoiced as an additional charge to the contract.

Troubleshooting circuits and devices external to the listed equipment is considered "Additional Work" and will be invoiced as an adder to the contract.

Additional Work will be invoiced on a time-and-expense basis in accordance with the current revisions of the following Price Lists that are hereby incorporated by reference into this document and any resulting contract.

Engineer Labor: Price List 49-020 (Engineering Level)

Additional Work will be accomplished exclusively upon Customer's written authorization and amendment of the contract/purchase order to reflect the change in price.

Notwithstanding the foregoing, the performance by Siemens of any services or material supply shall not be a waiver by Siemens of any claims for equitable adjustment in price and/or schedule.

SAFETY TRAINING OF SIEMENS FIELD PERSONNEL

All Siemens field personnel complete internal annual safety training. Furthermore, all Siemens field personnel receive training to comply with the OSHA CFR1910.269 Electrical Safety Standard that sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). *A morning safety meeting for Siemens employees and subcontractors will be conducted by Siemens each day while on site.*

All Siemens personnel and their subcontractors shall adhere to the Siemens Division Safety Guidelines, FS101. Copies can be made available upon request for client review. Siemens will hold daily safety meetings prior to all work on site, at shift changes or if the project scope of safety issues change.

Customer-specific safety meetings that are in addition to the Siemens daily meetings are not included. All time for such safety meetings will be billed to owner's account per signed time tickets in accordance with the "Additional Work" article.

PRICE LIST

Unless specified otherwise in this offer, services beyond the scope of the proposal will be provided in accordance with Siemens Price List 49-020, copy attached.

RESERVATION CLAUSE

Purchaser acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work, Equipment, and/or, Services provided under the Contract, including any export license requirements. Purchaser agrees that such Work, Equipment, and/or, Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

PROPRIETARY STATEMENT

This document contains information proprietary to Siemens. Your acceptance of it is an acknowledgment of a confidential relationship between you and Siemens with respect to this proposal document. We require it to be returned or destroyed when no longer required. We also require that neither this document nor any information contained herein is to be reproduced, transmitted, disclosed or used otherwise in whole or in part without the written authorization of Siemens.

This offer supersedes all prior offers, understandings & agreements for the work scope proposed herein.

Siemens Industry, Inc.
100 Technology Drive
Alpharetta, GA 30005

www.usa.siemens.com

Siemens makes real what matters.

Siemens in the USA

Siemens USA is a U.S. subsidiary of Siemens AG, a global technology powerhouse that has stood for engineering excellence, innovation, quality, reliability and internationality for nearly 170 years. Siemens has been in the U.S. for more than 160 years and it is now the company's largest market. In just the past 15 years, Siemens has invested about \$35 billion in America. Most recently, Siemens announced its plan to expand its digital industrial leadership with the acquisition of Oregon-based software company, Mentor Graphics.

For Siemens, the U.S. is an extremely vital production location, one of the most important research centers, and a key base from which Siemens exports globally.

Siemens Industry, Inc.

At Siemens Industry, Inc. we provide future-proof automation, drive technology, industrial software, and services based on best-in-class technology platforms like Totally Integrated Automation (TIA) or Integrated Drive Systems (IDS). We work in close partnership with you to develop sustainable solutions across the entire lifecycle – from design and engineering to modernization. We rely on standardized components wherever possible, complementing these with industry-specific solutions to meet customers' specific needs in all industry segments. This enables the availability of your products, systems, and solutions over the long term. And with our strong focus on resource efficiency, we contribute to environmental sustainability in every application.

We can help you measurably increase your productivity and improve your time to market – with innovative, integrated technology across the entire lifecycle.

Digital Factory Division - What we do

The seamless integration of data along the industrial value chains will gain more and more in importance, becoming a key criterion for the survival of developing / manufacturing companies. The Digital Factory Division aims to provide its customers with a comprehensive portfolio of hardware and software products which enable the comprehensive integration of data from development, production and suppliers. The complete digital representation of the entire

physical value chain is our ultimate goal. We call the solution platform which we created for this purpose "Digital Enterprise". Siemens Digital Factory offers a comprehensive portfolio of seamlessly-integrated hardware, software and technology-based services to support manufacturing companies worldwide in enhancing the flexibility and efficiency of their manufacturing processes and reducing the time to market of their products.

Under this term the DF product portfolio already smoothly connects major parts of the product and production life cycle today. Powerful Product Lifecycle Management (PLM) software, for example, allows us to develop and optimize new products on an entirely virtual basis. In the real manufacturing world the Totally Integrated Automation (TIA) concept, which has proven its worth for about 20 years now, ensures the efficient interoperability of all automation components. The TIA Portal, for example, already enables significant time and cost savings in engineering.

In close cooperation with its partners within Siemens, and especially the Process Industries and Drives (PD) Division, the Digital Factory Division provides a large and unique portfolio of PLM software tools and industrial automation and drive technology tailored to meet individual customer requirements in various discrete industrial areas.

In addition, DF customers can rely on the Division's commitment to the long-term development of their businesses. Protecting our customers' investments now and in the future – a particularly important consideration in the software business – is one of the major pillars of our business strategy. And when it comes to shaping the future of industry, DF is a driving and trendsetting force which joins with its partners worldwide in proven leading-edge technologies to increase productivity and protect a competitive edge.

Process and Drives Division – What we do

The process industry is one of the core businesses of Siemens. Countless applications, installed throughout a wide variety of industries, demonstrate our expertise. But even more important is the value we add for our customers, enabling them to increase their productivity in every part of the value chain. With our precise knowledge of the different market segments, we can help you respond faster and more specifically to new market requirements and developments, and thus strengthen your competitiveness.

Siemens Process Industries & Drives helps customers increase productivity, safety, reliability, efficiency and time-to-market for plants and processes with innovative, integrated technologies across the entire lifecycle. With a deep understanding of individual market segments, Siemens helps customers respond quickly and confidently to new market requirements and challenges, strengthening their competitiveness. The business is headquartered in Alpharetta, Ga., just 40 minutes north of Atlanta.

There are also key locations and manufacturing sites in Elgin, Ill.; Broussard, La.; Cincinnati, Ohio; Bartlesville, Okla.; Houston and Arlington, Texas; New Kensington, Spring House and Pittsburgh, Pa.; and Rothschild, Wis.

Rankings and Recognition

- Siemens was ranked #1 on *Fortune's* World's Most Admired Companies list in the industrial machinery category.
- Siemens was ranked #21 on *Fortune's* Companies that are Changing the World list.
- In 2017, Siemens was named the world's most sustainable company by Corporate Knights.
- The Dow Jones Sustainability Index named Siemens as one of the most sustainable companies in its industry. For the 17th time in a row, Siemens was included in the DJSI World Index list, receiving a positive overall assessment by scoring 89 out of a maximum of 100 points.
- In 2016, Siemens was ranked #8 as the World's Most Attractive Employers, among engineering and IT students.
- In 2016, Siemens landed the 52nd spot on Interbrand's "Best Global Brands" list.
- In 2016, Siemens was recognized by the readers of Diversity / Careers in Engineering and Information Technology as a Best Diversity Company. Siemens has also been recognized as a Top Fifty Company for diversity by readers of *Woman Engineer* magazine.
- In 2016, Siemens was selected for the 14th straight year as a Top Supporter of Historically Black Colleges and Universities (HBCUs) by the deans of the 14 ABET accredited, HBCU engineering programs and the corporate-academic alliance Advancing Minorities' Interest in Engineering (AMIE).
- Siemens was listed as a Top Employer for the following majors by *The Black Collegian* magazine: Mechanical Engineering, Industrial Engineering, Electrical Engineering, IT / MIS, Accounting / MIS and HR.
- Siemens has earned the 2017 Military Friendly Employer designation by Victory Media, publisher of *GI Jobs and Military Spouse* magazines.
- Siemens was recognized with the 2016 Employer Support of the Guard and Reserve Patriot Award.

January 01, 2021

Prices effective January 01, 2021 and
subject to the following terms: (a) change without
notice; (b) the terms and conditions set forth herein.

Page 1 of 2

Service Rates for Engineering

Siemens Industry, Inc. maintains a highly-skilled staff of competent, trained technicians, engineers, specialists and consultants for the purpose of furnishing (1) Commissioning Services, (2) Maintenance Services and (3) Consulting Services related to low voltage Drives, Automation, Motion Control Systems and Process Control Systems at customer facilities or at Siemens Industry, Inc. offices.

Commissioning Services typically include services related to the supervision of the installation of equipment and/or components such as low voltage drives, PLCs, HMIs, Process Automation Systems and may include the initial testing, tuning and commissioning of the equipment.

Maintenance Services typically provide continuing engineering services and repair to maintain equipment or system integrity.

Consulting Services typically include engineering studies, tests and evaluations including system or equipment modification and special customer training programs. The exact scope of services will vary from project to project and will be exclusively described in the agreement for such services.

Classifications of Engineering Services

Siemens Industry, Inc. offers the following classifications of engineering services;

1. Engineering
2. Specialist Engineering
3. Consulting Engineering

Rates for the above categories of services are listed on page 2 of this Price List.

Description of Classifications of Services:

The following general guidelines are used to determine the rate applied to work performed.

The following hierarchy of documents shall control in the determination of applicable rates;

- Siemens Service Proposal
- Field Service Authorization Form
- This document

This guideline and application thereof may be subject to change by Siemens without notice.

1. Engineering services typically include, but are not limited to; the provision of uniquely skilled or specialized personnel with expertise in the application, commissioning, troubleshooting

and analysis of configured equipment or hardware systems utilizing single or multiple technologies.

2. Specialist Engineering services typically involve, but are not limited to; the provision of personnel whose specialized expertise and certifications are required for the commissioning of equipment, design of processes, design of control software, mechatronics analysis, architecture design, etc.
3. Consulting Engineering services typically involve, but are not limited to; the provision of specialized process experts or Senior Systems Engineers for consulting, system analysis, process studies, optimization, architecture design, etc.

Foreign Engineering Service

Services commensurate with those listed above are also available to customers serving foreign markets. Your local Siemens Industry, Inc. representative can provide you with additional pricing information upon request.

Trade and Other classifications

On selected jobs where it is practical to utilize fitters, mechanics, winders, welders, machinists, etc. to perform a portion of the work, their services will be provided at current local rates.

Invoicing

Unless otherwise specified in its proposal, Siemens Industry, Inc. shall have the right to invoice the customer for all material delivered and work performed under this order at such times that it considers appropriate.

Terms and Conditions of Service

The Standard Terms and Conditions of Sales for Siemens Joint Product and Services Offering found [here](#) are incorporated by this reference and made a part of this document.

January 01, 2021

Prices effective January 01, 2021 and
subject to the following terms: (a) change without
notice; (b) the terms and conditions set forth herein.

Page 2 of 2

Service Rates for Engineering

Classification / Rate Schedule

Engineering Service Level	Hourly Rate ^①	Overtime	Premium	Min Billing
		Weekdays & Saturdays ^②	Sundays & Holidays ^③	<= 4 Hours
Engineering	\$ 262.00	\$ 392.00	\$ 523.00	\$ 1,048.00
Senior Engineering	\$ 309.00	\$ 464.00	\$ 618.00	\$ 1,236.00
Consulting Engineering	\$ 360.00	\$ 540.00	\$ 720.00	\$ 1,440.00
Per Diem (Local) ¹	\$110/day			
Per Diem (Overnight) ²	\$270/day			

¹ Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses)

² includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses)

① **Straight time** rates apply to all time worked or traveled during a normal eight-hour workday. The normal eight-hour workday is defined as any consecutive eight-hour day shift period (Monday through Friday, excluding holidays) between the hours of 7am and 7pm, with an allowance for lunchtime.

② **Overtime rate** applies to all hours worked or traveled outside of the normal eight-hour workday or in excess of eight hours on weekdays and all time worked or traveled on Saturdays.

③ **Premium rate** applies to all hours worked or traveled on Sundays and Holidays.

Hourly and Daily Rates do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc.

Per Diem Rates

The Per Diem rates include Field Service Representative meals, ground transportation (vehicle mileage, tolls, parking, etc.) incidental expenses and hotel expenses (if applicable). If required, airline travel mobilization and demobilization expenses will be invoiced at actual cost plus 15% in addition to Per Diem. Travel time from the Field Service Representative's home office to and from the job site will be billed separately. Consult your local Siemens Industry, Inc. representative for additional information.

Standby Time

When service personnel are on the job site but unable to perform services requested due to circumstances beyond Siemens Industry, Inc. control, the customer will be charged up to eight hours per day standby time at applicable rates.

Special Training

All time to complete site-specific training will be billed at the applicable Service Level Hourly Rate indicated in the Classification / Rate Schedule table provided above.

Offshore

The hourly rate for offshore applications will be billed at the applicable Service Level Hourly Rate x 1.20 due to the special badging, qualifications, and certifications required.

Other Charges

The following charges will be applied in addition to the service rates outlined above;

A. Expendable Small Tools, Special Tools and Equipment

When a particular job requires the furnishing of small expendable or specialized tools and instrumentation not included our standard field response kit, a charge will be made equal to either the cost of acquisition plus 15% or a rental charge, as appropriate. Field response kits typically include a standard array of small hand tools, a digital multimeter, a small scope, etc.

B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

C. Material Purchased from Subcontractors or Other Vendors

Materials or services from Subcontractors or Vendors will be billed at cost plus a handling fee.

D. International Engineering Resources

Additional charges will apply for temporary work permits, visas, etc. needed by off-shore Siemens technical experts performing work within the USA.



Mr. Kelly Angeles
City of Hollywood
1621 N 14th Ave
Hollywood, FL 33020

Siemens Industry, Inc.
Customer Service Division
100 Technology Drive
Alpharetta, GA 30005

Date February 4, 2021

Subject: Siemens Industry, Inc. Sole Source – Robicon 454GT Product Lines

Dear Mr. Kelly Angeles:

Siemens Industry, Inc., Customer Service is the sole source provider of warranted service for the following product lines currently in service at **City of Hollywood**:

- 454 GT LVD (Low Voltage Drives)
The proposed service for drive retrofit at City of Hollywood (**400HP and 800HP drives**) includes Refurbish / Upgrade with new electrical power and control Sinamics W-Series Drive components for all installed base Siemens Robicon 454GT Low Voltage Drives.

Siemens Industry, Inc., Motion Control, Customer Service is the sole source for equipment services that ensure conformity for the application of your equipment. Commercial and proprietary designed components for your equipment are supplied exclusively by Siemens Industry, Inc. with a warranty for operation and suitability.

Siemens authorized Field Service Representatives (FSRs) and the Siemens Motion Control manufacturing personnel will be required to ensure proper installation and re-commissioning of the refurbished VFDs.

Each Siemens component is tested and certified as having met our standard for quality along with compatibility with equipment even as improvements and replacements designs are released by our suppliers. Other suppliers may claim component compatibility; however, only Siemens warrants our 454GT W LVD parts for equipment compatibility.

In addition to replacement equipment compatibility, Siemens offers 24 hour / 7 day a week service and support for component requirements. Siemens Customer Service can be reached at 1-800-333-7421.

If you have any questions, feel free to contact me at your convenience.

Best Regards,



Eyad Muammar

Title: Segment manager
Date: 02/05/2021

City of Hollywood Department of Public Utilities
Instrumentation, Controls & Electrical Division
PURCHASING REQUISITION

Purchasing requisitions for outside vendors require one requisition form per vendor.

DIVISION / PROGRAM: **409903**

REQUISITION PREPARED BY: Kelvy Angeles

DATE: 2/2/2021

ACCOUNT #: 442.409903.53600.531210.001367.000.000

ACCOUNT NAME: _____

Vendor Name/#: Siemens Industry, INC. (32545) ORACLE Requisition # _____

Blanket PO _____ P.O. # _____

Quantity	Unit of measure	Unit Price	Total Price	Catalog Stock #	DESCRIPTION	Commodity Code	Initials
1	EA	\$478,585.00	\$478,585.00	Line Item 001	Retrofit 4-800 HP & 1-400 HP Five (5) Drives	936-25	
1	EA	\$16,715.94	\$16,715.94	Line Item 002	Suggested Spare Parts	936-25	
1	EA.	\$3,912.00	\$3,912.00	Line Item 003	Two Days of informal Training	936-25	
					Quote# Q1945570 Rev6 Date: 1/15/2021		
					Use: SRWWTP Influent Pump Station VFD's Replacement		
		TOTAL	\$499,212.94				

Kelvy Angeles
 Kelly Angeles, Public Utilities ICE Manager
 Instrumentation, Controls & Electrical Division
 Date: 2/2/2021

Vivek Galav
 Vivek Galav, P.E., Public Utilities Director
 Date: 2/2/21



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Sole Source Justification Form (Use for Purchases(s) in excess of \$2,500)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.

Date 1/26/2021

Department/Office Public Utilities

Division/Area 409903

Contact Person Kellyv Angeles

Title ICE Manager

Phone 954-921-3288 x5658

Email kangeles@hollywoodfl.org

1. Requested Vendor Siemens Industry, Inc.

Vendor Number 32545

Address 100 Technology Drive Alpharetta, GA 30005-3900, USA

Contact Person Gary Melendez

Title Sales Representative

Phone 305-495-8567

Email gary.melendez@siemens.com

2. Product/Service being requested (be specific). Five (5) SINAMICS VFD's retrofit in the following quantities and ratings:

4- SINAMICS W150, 460V 800 HP

1- SINAMICS W150, 460V 400 HP

~~3. Detailed description of the product/service function and purpose. The SRWWTP Influent Pump Station VFD's are in need of replacement due to obsolescence of the existing Robicon 454GT and lack of spares availability. The Influent Pump Station system is a critical system for the operation of the SRWWTP. The existing Variable Frequency Drive (VFD's) serving the five (5) pumps at the SRWWTP Influent Pump Station were installed in 1999. This upgrade must be performed to ensure the reliability of the system. The cost for the upgrade is \$499,212.94 as per quote provided by Siemens Industry, Inc.~~

~~4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor.~~

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

(Revised 9/2013)

In 2005 Siemens Industry, Inc. completed the acquisition of the assets and products of Robicon Corporation. The five (5) existing VFDs were originally designed and manufactured by Robicon Corporation, The Department of Public Utilities believes that the most effective and economical approach for upgrading and retrofitting the VFD's at the Influent Pump Station is utilizing the professional services of Siemens Industry, Inc. Siemens Industry, Inc. is the sole source for the original equipment

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function.
Internet search and direct telephone contact.

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

- Vendor holds the exclusive rights for the product/service.
- Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.
- Product is replacing existing product and necessary to maintain warranty or service contract.
- Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? \$499,212.94

8. Total estimated annual (fiscal year) cost of requested product/service? _____

Account Number(s) 442.409903.53600.531210.001367.000.000

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

Will this require matching funds? Yes No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched

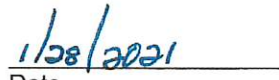
Search Results

REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – “It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.



Contact Person's Signature


Date

Supervisor's Signature

Date


Director's Signature (required over \$10,000)


Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

From: [Horace McLarty](#)
To: [Kelly Angeles](#)
Subject: FW: Siemens Industry, Inc / COI
Date: Wednesday, February 10, 2021 7:09:03 AM
Attachments: [cert_NYC_CITY OF HOLLYWOOD_11028582_11.pdf](#)

Acceptable

Horace McLarty

Accountant, Human Resources/Risk Management



Office: (954) 921-3292

Fax: (954) 921-3678

Email: hmclarty@hollywoodfl.org

From: Kelly Angeles
Sent: Wednesday, February 10, 2021 6:31 AM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: RE: Siemens Industry, Inc / COI

Hi Horace,

Please find attached the revised document.

Thanks,

Kelly Angeles

ICE Manager

City of Hollywood, FL

Department of Public Utilities

Wastewater Treatment Plant

Phone: 954-921-3288 (x5558)

Cell: 954-778-7265

Fax: 954-921-3466

kangeles@hollywoodfl.org

From: Horace McLarty
Sent: Monday, February 08, 2021 12:12 PM
To: Kellyv Angeles <KANGELES@hollywoodfl.org>
Subject: FW: Siemens Industry, Inc / COI

City needs to be Additional Insured on the General Liability policy.

WWTP Influent Building VFD's installation.

Horace McLarty

Accountant, Human Resources/Risk Management



Office: (954) 921-3292
Fax: (954) 921-3678
Email: hmclarty@hollywoodfl.org

From: Kellyv Angeles
Sent: Monday, February 08, 2021 6:50 AM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: Siemens Industry, Inc / COI

Hi Horace,

Please review and advice.

Thanks,

Kellyv Angeles

ICE Manager

City of Hollywood, FL

Department of Public Utilities

Wastewater Treatment Plant

Phone: 954-921-3288 (x5558)

Cell: 954-778-7265

Fax: 954-921-3466

kangeles@hollywoodfl.org

Exhibit B to Terms and Conditions

Standard Commercial Warranty April 2, 2021

1. (a) Labor. All labor provided by Seller ("Labor") is warranted to be free from defects in workmanship. (b) Product. Seller warrants all materials, products, equipment and parts ("Product") provided by Seller is free from defects in material and workmanship. (c) Tools. Any specialized tools, equipment and instruments ("Tools") for which a usage charge or rent is made to Buyer shall be adequate for the work specified in this Agreement. (d) Collectively clauses (a), (b), and (c) are the "Limited Warranties".
2. Buyer shall have 12 months from the delivery of Product and Tools, and 90 days from the date of performance of Labor to provide Seller with written notice of claim of breach of the Limited Warranties ("Warranty Period").
3. The Limited Warranties are conditioned on (a) Buyer storing, installing, operating, using and maintaining the Labor, Product and Tools in compliance with any parameters set forth in the Agreement or Seller instructions, (b) no repairs, modifications or alterations being made to the Labor, Product and Tools other than by Seller or its authorized representatives, (c) Buyer discontinuing use, to the extent reasonably necessary, of the Labor, Product or Tools after it has or should have had knowledge of a defect, (d) Buyer providing written notice of any warranty claims within the Warranty Period, (e) at Seller' discretion, Buyer either removing and shipping the Labor, Product or Tools, or non-conforming part thereof to Seller, at Buyer's expense, or Buyer granting Seller access to the Labor, Product, or Tools at reasonable times and locations to assess warranty claims, and (f) Buyer not being in default of any obligation to pay Seller.
4. The Limited Warranties exclude any parts, products, goods, supplies or equipment comprising part of the Products that are not manufactured by Seller or not bearing its nameplate ("3rd Party Goods"). To the extent permitted, Seller hereby assigns any warranties made to Seller for such 3rd Party Goods. Seller shall have no liability to Buyer under any legal theory for such 3rd Party Goods or any related assignment of warranties. Also excluded from the Limited Warranties are (a) consumable and expendable items including but not limited to filters, fuses, lamps; such consumables are installed and demonstrate material conformance to this Agreement; (b) damage or defect caused by normal wear and tear, chemical action or abrasive materials; (c) damage or defect caused by negligent or improper operation, misuse, unsuitable replacement parts or supplies, accidental or intentional damage, or improper or unauthorized erection, installation, commissioning, repairs or maintenance, except to the extent performed by Seller.
- 5 Buyer's sole and exclusive remedies for breach of the Limited Warranties are limited to Seller' choice of repair, re-performance or replacement of the non-conforming part of the Product or Labor, or refund of the purchase price. The warranty on repaired or replaced parts of the Product or Labor is limited to the remainder of the original Warranty Period. Buyer is responsible for any labor or cost required to gain access to the defect, including removal, disassembly, or reinstallation of any equipment, materials or structures necessary to permit Seller to assess or perform its warranty obligations, and shipping costs to and from the Seller factory or repair facility.
- 6 THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR' SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT

SIEMENS

TO COMPLIANCE OF THE PRODUCT OR LABOR WITH REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Neither Party shall be liable to the other, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by the other party's customers. Each Party's maximum liability under this contract shall be the contract price; however, this limitation shall not be construed to cap or limit in any way liability from third party indemnification claims, damages or losses; nor in no way impact or limit insurance proceeds for policies required under this Agreement.

The Parties agree that the exclusions and limitations set forth in this article are separate and independent from any remedies which Buyer may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.