



PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and, **ROTO-MIX**, of 2205 East Wyatt Earp, Dodge City, KS 67801, hereinafter referred to as "**SELLER**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PRODUCT PURCHASED:** **SELLER** agrees to sell and **CITY** agrees to purchase the goods ("Product") as described below and, if applicable, per written **CITY'S** specifications and **SELLER'S** proposal attached hereto as Exhibit "A," which are incorporated into this **AGREEMENT** by this reference. The Product being purchased consists of:

<u>Item</u>	<u>Price</u>
Mixer	\$239,385.00
Control Box	\$51,835.00
Conveyor	\$85,135.00

2. **PRICE:** The **CITY** agrees to pay Three Hundred Seventy-Six Thousand Three Hundred Fifty-Five Dollars and Zero Cents (\$376,355.00) as the purchase price. All prices are inclusive of any applicable local, state or federal taxes that may be applied to the product to be purchased. The purchase price is free on board at the place of delivery and **SELLER** may not impose any additional, shipping, delivery or storage charges.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **SELLER'S** discretion.

3. **DELIVERY AND PAYMENT:** **SELLER** agrees to deliver the above-described goods or product to **CITY** within 30-45 days of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT**. Delivery will occur at 5240 Jellison Road or at a place otherwise selected by **CITY**. Upon delivery, **CITY** may inspect the goods or product to ensure that it meets **CITY** specifications, and **SELLER** may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **SELLER** through the **CITY'S** normal claim process.

4. **SPECIFICATIONS:** **SELLER** agrees that this Product complies with the



CITY'S specifications provided to **SELLER** and with the **SELLER'S** proposal thereto as accepted by the **CITY**. Unless otherwise agreed to by the **CITY**, the **CITY'S** specifications govern and control in the event of inconsistencies with the **SELLER'S** response to the same.

5. NONDISCRIMINATION:

A. **SELLER** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **SELLER** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **SELLER** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **SELLER** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

B. The **SELLER** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **SELLER** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **SELLER** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because

they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **SELLER'S** legal duty to furnish information.

- C. The **SELLER** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **SELLER** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **SELLER** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **SELLER** under this **AGREEMENT**.
- F. The **SELLER** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6. DEFAULT AND TERMINATION: If **SELLER** fails to deliver the goods or product as set forth in Paragraphs 2 and 3 above, or violates any provision of this **AGREEMENT**, or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **SELLER** in default and immediately cancel and rescind this **AGREEMENT**. Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **SELLER** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.

7. WARRANTY: Unless superseded or supplemented by an express warranty, **SELLER** represents and warrants that the Product(s) are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

8. ASSIGNMENT: **SELLER** may not assign this **AGREEMENT** or any of its rights hereunder without the express written consent of **CITY**.

9. ENTIRE AGREEMENT: This **AGREEMENT**, including its appendices, if any, is the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all



modifications or amendments of this **AGREEMENT**, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

10. GOVERNING LAW AND VENUE: This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

ROTO-MIX

WILLIAM A. COLE, MAYOR

SIGNATURE

APPROVED AS TO FORM

PRINT NAME

CITY ATTORNEY'S OFFICE

PRINT TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK



EXHIBIT A



\$ 376,355 total bid.

A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for a Compost Mixer and Conveyor for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled Compost Mixer and Conveyor for the City of Billings Public Works Department – Solid Waste, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday May 2, 2023.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this Compost Mixer and Conveyor may be obtained by contacting Kyle Foreman, Solid Waste Superintendent via telephone at 406-247-8620, or via email at foremank@billingsmt.gov

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday May 2, 2023.

C. Contract Requirements and Specifications

It is the intent and purpose of this specification to describe the requirements of a compost mixer and conveyer. The unit shall be new and unused, the latest model in production and shall have all standard equipment normally furnished on such models including the specifications in Exhibit A. Delivery shall take place at 5240 Jellison Rd, Billings, MT, 59101. Upon award, vendor has 120 days to deliver the new mixer and conveyer.

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services.
PLEASE BID MIXER, CONTROL BOX, AND CONVEYOR SYSTEM SEPERATLY.

TOTAL BID PRICE - MIXER - Two Hundred Thirty Nine Thousand Three Hundred Eighty Five dollars
 (words)
 and none cents (\$ 239,385.00)
 (words) (figures)

TOTAL BID PRICE - CONTROL BOX - Fifty One Thousand Eight Hundred Thirty Five dollars
 (words)
 and none cents (\$ 51,835.00)
 (words) (figures)

TOTAL BID PRICE - CONVEYOR - Eighty Five Thousand One Hundred Thirty Five dollars
 (words)
 and none cents (\$ 85,135.00)
 (words) (figures)

1) Specification check list is included. Also included is an "Addendum Sheet" provided by Roto-Mix. This "Addendum Sheet" must also be accepted if Roto-Mix is awarded this contract. Mainly clearing up ambiguity in the bid specification.

EXHIBIT A - SPECIFICATIONS

X Unit will be stationary with a minimum volume capacity of 1100 cubic feet

Mixer Shell

X Mixer shell construction shall be made of Carbon Steel A36 with 7 gauge Abrasion Resistant Steel Liners

X Left and right upper side sheet construction shall be a minimum of 3/16" thick mild steel

X Front and rear end sheet construction shall be 1/4" thick mild steel

X Auger bottom and rotor bottom construction shall be 3/8" thick mild steel.

X All support members, shields, subframe, cross-bars, etc shall be constructed of carbon steel A36

X The inside of the mixer (sheet metal; bottoms, end sheet, and side sheet would be lined with 7 gauge AR steel

Mixer Rotor/Augers

X The mixer shall have one mixing "Staggered Rotor" and two mixing "Augers".

X Mixer will have 2 chambers side by side

X The first chamber will contain both a upper and lower auger that contain "paddles."

X The second chamber will contain a rotor mounted for rotation

X Rotor shall have seven ~~(7)~~ ⁽⁸⁾ assemblies mounted in spaced relation to one another

X Paddles shall be mounted to the arms

X The Rotor (STAGGERED ROTOR ASSEMBLY) shall have (8) 3-pointed arms equally spaced along a pipe running the length of the mixing chamber.

X 1/4" UHMW wipers will be attached to 3/8" steel wiper channels .



X Rotor tube will be 16" OD x .625 Heavy Pipe. Rotor diameter is Approximately 90.5".

X Top auger will be 8" Sch 80 Hi-Y 50 Tube with 1/2" thick flighting. Flight will be 1/2" x 24" OD RH 14" Pitch. Hard surfacing to be applied to the outside edge of flighting and wrapping around onto the front edge.

X Bottom auger will be 10.0" OD x .75 wall HFS Tube. Flighting will be 3/4" and 5/8" thick x 24 OD. Hard surfacing to be applied to the outside edge of flighting and wrapping around onto the front edge.

X The discharge door shall be constructed out of AR Steel.

X Unit shall be equipped with 4 1/10 of 1% ~~30K~~ ^{50K} CT Load Cells and J-Box

X Indicator is EZ3410 with remote display RD 4000 4" LED display w/ visor

X Unit will have two (2) 75 hp electric motors. Will be a split drive. Belt drives from the electric motors power the gearboxes on both sides.

X Splined shafts and sprockets on both augers

Control Panel with Motor Starters

Winning bidder shall provide a pre-wired NEMA 4x free standing pod-mount enclosure constructed on stainless steel and 12" legs. The panel will be 245A, 480VAC, 3 phase, 4 wire and will control:

X Soft start for mixer auger

X Soft start for mixer rotor

X Hydraulic pump motor

X Stand alone belt conveyer

X One (1) gate via open/close contact closure demand from momentary selector switch to hydraulic actuator

Control panel will include

X Main incoming circuit breaker with operating handle mechanism mounted thru door.

X Circuit breaker short circuit protection and solid state reduced voltage motor starter for each motor load, (Augers and Rotor)

X Circuit breaker short circuit protection and full voltage motor starter for each motor load, (conveyor & hydraulic pump).

X SPD (Surge Protection Device), 480/277VAC, three phase, 4 wire, 50KA.



X 2 KVA transformer and 120 vac circuit breakers to accommodate various control panel loads.

X Interior service light, GFI duplex receptable, and condensation heater.

X DC power supply, 12VDC, 10A with 2 fused terminal blocks (for connection to scales and wireless unit).

X HOA switches, elapsed time meters, motor run/fail pilot lights, emergency stop pushbutton, SSRV reset pushbuttons for auger and rotor mounted through door.

X HOA switch, motor fail pilot light and elapsed time meter for hydraulic pump.

X External alarm light (SSRV fail or E-stop pushed).

X Radio-based remote control receiver supplied and installed in control panel (Operator control station supplied loose.)

Compost Conveyor

- Minimum 36" wide by 50" wide - 48" W x 45' L Dog-Leg Conveyor.
- Minimum 8" heavy channel frame
- Minimum 4" by 2" top cord - Channel iron construction, Not angle iron.
- Minimum 20HP motor
- See Addendum Minimum TPH 800 - 200 TPH very adequate.
- Vulcanized splice
- 3ply belt, 3/16 top, 1/16 bottom
- Cema C Idlers
- Vulcanized drum pulley
- Wing Tail pulley
- Adjustable height undercarriage (pin style)
- Swivel box hubs - Unit is non-towable, Not radial.
- Radial receiving hopper
- Tow Eyes - Unit is non-towable.
- Minimum 150' cord → Cannot run cord to control panel. Must be hardwired.
- Electrical starter and breaker

Warranty/Service

Please state available warranty and any additional warranty available for additional cost:

Mixer - 1 year full warranty.
Conveyor - 2 year parts. 5 year structural.
Control Panel - 18 months after production or 1 year after installation. Whichever is EARLIER.



Please state company/entity responsible for performing warranty/service work:

Mixer - Roto-Mix
CONVEYOR - MASABA
Control Panel - Electric Controls Company



I/We acknowledge 0 addendum.
#

Proto-Mix
Company Name

5-1-2023
Date

Wally Stimpert
Contact Name (please print)

SITES
Title

Wally Stimpert
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



2205 East Wyatt Earp Blvd – PO Box 1724 – Dodge City, Kansas 67801
Phone: 620-225-1142 – Fax: 620-225-6370 – Email: info@rotomix.com

TO:
CITY OF BILLINGS
210 N. 27TH STREET
PO BOX 1178
BILLINGS, MT 59101

FROM:
ROTO-MIX
2205 EAST WYATT EARP
DODGE CITY, KS 67801
WALLY STIMPert. CONTACT.

IN REFERENCE TO: Bid on Compost Mixer and Conveyor. 5/2/2023.
10 listed items.

ROTO-MIX ADDENDUMS AND ADDITIONS TO THE BID SPECIFICATION. THIS LIST THE ITEMS THAT ROTO-MIX IS WILLING TO PREFORM AND SUPPLY. ROTO-MIX CANNOT FULLY COMPLY WITH EVERY LINE ITEM THAT IS ON THE BID SPECIFICATION. IN SOME CASES ROTO-MIX WILL BUILD ABOVE THE BID SPECIFICATION.

1. The mixer will have "50k" load cells. Not the listed "30k".
2. The conveyor that I am proposing is a 48" wide x 45' stationary long dog-leg conveyor. Capacity is 200 TPH (very adequate). Conveyor is of stationary type. Not towable.
3. Roto-Mix will also provide start-up training on site.
4. Roto-Mix cannot supply a 150' cord to power the control panel. This panel is too large to be supplied with cord. The panel must be hard wired in. City of Billings will supply electrician and necessary supplies to power the control panel (run wiring from power supply to control panel and hook-up control panel). City of Billings will also run necessary wiring from control panel to the separate motor loads (mixer, conveyor).
5. Delivery. Roto-Mix cannot accept the 120 days to deliver the mixer, conveyor and control panel. The best I can do is give an estimated delivery. Our schedule pre-covid was 3 months. Now it is closer to 13-14 months. If awarded this contract, Roto-Mix will strive to build the unit at earliest possible schedule date. That date is unkown. My guess is 10-12 months, but that is all it is, a guess.
6. Roto-Mix will not need to get a "Montana Contractor License". Not a contractor.
7. Roto-Mix will not need to get a "City of Billings Business License".
8. The City of Billings agrees to unload mixer, conveyor and control panel upon arrival at facility, from shipping trailer.
9. City of Billings agrees to place, install and set-up the mixer, conveyor and control panel upon arrival at facility.
10. Pertaing to the Bid Security. BID SECURITY: Not withstanding Section B of the IFB, the bid security will not be forfeited if the City of Billings fails to negotiate with the successful bidder in good faith, which results in the parties not entering into a contract within sixty (60) days after the bid acceptance.

