



PROPOSAL

PROCESS WASTEWATER TECHNOLOGIES, LLC. | 9004 Yellow Brick Rd, Suite. D, Rosedale, MD, 21237
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PROJECT / REF: Missoula, MT	
TO: Don Schmidt Facility O&M Manager	DATE: 19 July 2022
COMPANY: Missoula Wastewater Division	PWT #: VDPMT14071
ADDRESS: 435 Ryman 59802 Missoula, MT 59808 schmidtd@ci.missoula.mt.us	REV: 3
	REP: Ben Lewis
	FIRM: Ambiente H ₂ O
	CONTACT: blewis@ambienteh2o.com
SUBJECT: Price and Scope for one (1) PWTech Volute* Press Dewatering Drum – ES-350 Series for Missoula, MT	
NOTES: REV 1: Updated Pricing for 2021 REV 2: Updated Pricing for 2022 REV 3 – Combined with drum overhaul @ 50% Discount.	

Scope of supply:

- One (1) Volute Dewatering Drum – 350 series
- One (1) Electrical and plumbing components to complete installation
- One (1) Mounting and installation hardware
- Four (4) PWT Volute Dewatering Press ring set (1st & 2nd section of dewatering zone) with installation
- One (1) Lot additional SS-304 rings as required for other zones
- One (1) Delivery to site.
- One (1) PWTech Installation services

General Notes

Installation services:

Price includes installation service as per the following:

- Installation will be carried out by a PWTech Technician or qualified representative
- Installation may require assistance from plant staff to assist with motor removal
- Timing is based on availability of drums and schedule of technicians and may require up to 16 weeks' notice.
- A tentative date is set upon receipt by PWTech of a written purchase order, and confirmed approximately one (1) week prior to the actual date.

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



Items not included in this proposal

- Taxes, permits and bonding
- Unloading and storage of the Drum on site.

Delivery and Freight

- Delivery is approximately 4 -16 weeks as per agreed schedule.
- Freight is not included in the pricing unless otherwise specified.

Governing Terms and Conditions and Warranty

- This budget price is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached with the exception of the following:
 - 100% payment due net 30 upon installation of drum and completion of the overhaul..

PRICE

Total price for new ES-350 Dewatering drum and Ring overhaul incl. delivery and installation as per this proposal:

\$112,750.00

Process Wastewater Technologies, LLC. Standard Terms and Conditions (Muni.)

These below terms and conditions shall exclusively govern the sale of all goods and related services by Process Wastewater Technologies, LLC. ("PWT") to Buyer.

Item 1. ACCEPTANCE

Buyer may accept the preceding offer by noting acceptance in the space provided on the preceding offer sheet, if such space is provided, or by written purchase order. No oral acceptance shall be effective. This writing is intended by the parties as a final expression of their agreement and, in conjunction with the accompanying signed offer or purchase order and the PWT Standard Limited Warranty ("PWT Standard Limited Warranty"), is intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind the Seller to any affirmation, representation or warranty concerning the equipment, components or related services sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Upon acceptance of the preceding offer, Buyer shall have no right to cancel this agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the goods specified under this agreement, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus fifteen percent (15%) of the full order amount. In the event that production of the goods under this agreement has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus an amount equal to the greater of: the value of the goods already completed under the agreement; or fifteen percent (15%) of the full order amount.

Item 3. PRICES

Unless otherwise stated in this offering, prices are F.O.B. the PWT manufacturing facility in Cincinnati, Ohio. Charges for on-site technical assistance performed by a factory technical representative are not included unless indicated.

Item 4. VALIDITY

Unless otherwise specified, the preceding offer is valid for acceptance for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Ten percent (10%) of the purchase price under this agreement shall be invoiced net thirty (30) days upon approval of submittals and shop drawings; Eighty percent (80%) of the purchase price under this agreement shall be invoiced net

thirty (30) days upon shipping, or upon PWT's offer to ship. Five percent (5%) of the purchase price under this agreement to be invoiced net thirty (30) days upon delivery of O&M Manuals and the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related services under this agreement. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of goods under this agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

If Buyer specifies a shipping date more than one (1) year from the date of acceptance of the preceding offer, the price stated in the preceding offer for the same goods shall be increased by a figure of six percent (6%).

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel this contract and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase order amount.

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. the PWT manufacturing facility in Cincinnati, Ohio. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of risk of loss or damage in transit, and any delivery deadlines specified in this agreement. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this agreement are approximate, and failure to meet an exact delivery date shall not constitute a breach of this agreement unless delivery is not effected within a reasonable time after the specified delivery date.



Item 11. INSPECTION

Inspection by Buyer or Buyer's representative of the goods specified under this agreement will be permitted prior to shipment at the PWT manufacturing facility in Cincinnati, Ohio, at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under this agreement.

Item 12. OFFER BASIS

This agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this agreement. PWT expressly reserves the right to modify the price and other terms of this agreement as reasonable, should additional drawings, documents, or other addenda be required to produce or deliver the goods and/or services provided under this agreement.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and Conditions, and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the goods and/or services provided under this agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this agreement or its interpretation, performance or nonperformance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur with fourteen days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. ARBITRATION

If, after meeting and conferring as provided under this agreement, the parties are unable to resolve their differences, any disputes shall be settled by binding arbitration in accordance with the following procedures:

(a) The Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as may be modified herein or by mutual agreement of the parties. The location of the arbitration shall be Baltimore, Maryland or Towson, Maryland.

(b) The arbitration shall be conducted by one arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator after thirty (30) days, the arbitrator shall be selected under AAA rules.

(c) The award shall be in writing and shall state the reasons for the award and shall be final and binding on the parties. The award may also include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having competent jurisdiction over the parties or their assets.

Item 16. GOVERNING LAW

All disputes and matters arising under, in connection with, or incidental to this contract shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of *forum non conveniens*, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this agreement, or any future representation, promise or condition in connection with the subject matter of this agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Neither party to this agreement shall have the right to assign or delegate its interest in or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. The merger, acquisition, reorganization or other restructuring of PWT shall not constitute an assignment under the terms of this agreement provided the surviving entity has assumed all of the obligations of PWT under this agreement. The transfer of any rights under this agreement from PWT to any entity controlled by or affiliated with PWT shall not constitute an assignment under the terms of this agreement provided PWT retains all of its obligations under this agreement. The rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

PWT LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

The only warranty which PWT LLC ("PWT") makes is that warranty which is set forth in the preceding agreement and which is further detailed below:

THE GOODS SPECIFIED UNDER AGREEMENT WITH PWT ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE GOODS AND/OR RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

In addition, PWT does not assume and expressly disclaims any liability for (i) any SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any goods and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the express written consent of PWT. In particular, PWT does not warrant that any goods provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any goods and/or services provided by PWT.

PWT's obligation under this warranty is expressly limited to the repair or replacement of any part or parts that are proved to the satisfaction of PWT to have failed prematurely or because of a fault in workmanship or materials.

PWT's total liability under this warranty or in connection with any claim involving any goods or services is expressly limited to the purchase price of the goods and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

PWT warrants that the goods manufactured by PWT shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; or (ii) eighteen (18) months from the delivery of the specified goods.

PWT's liability under this warranty or in connection with any other claim relating to goods manufactured and delivered by PWT is limited to the repair, or at our option, the replacement or refund of the purchase price, of any products or parts or components which are returned to PWT freight prepaid, and which PWT determines, in its discretion, are defective in material and workmanship. Products or parts or components thereof which are repaired or replaced by PWT will be returned to the buyer freight collect.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to electrical components or equipment and other prime movers.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the buyer or user to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the buyer or user;
- any damage to our any product occurring while it is in the possession of the buyer or user.

Item 5. EQUIPMENT SAFETY PARAMETERS:

With respect to operation of the equipment, it is the responsibility of the buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the equipment whatsoever, and to subsequently ensure that the equipment is operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the buyer to enforce all safety regulations and operational instructions and to maintain the equipment in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the equipment does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the equipment without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE:

Buyer warrants and agrees that because it has sole control over the equipment, it shall be solely responsible for safety compliance. Operator access and use of equipment, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.





DEPARTMENT OF PUBLIC WORKS / WASTEWATER DIVISION

TREATMENT PLANT: 1100 CLARK FORK LN • MISSOULA, MT 59808 • (406) 552-6600
MAILING: 435 RYMAN ST • MISSOULA, MT 59802-4297 • FAX: (406) 552-6614

Memorandum

TO: Leigh Griffing, Procurement Officer
FROM: Wendy Gay
SUBJECT: Sole Source Vendor Designation
DATE: July 6, 2022

The City of Missoula Wastewater Division is requesting permission to designate Process Wastewater Technologies, LLC. (PWTech) as the sole source vendor for parts and service for the Wastewater Division for the 2023 fiscal year. Under the City's purchasing rules, a sole source determination can be made under limited circumstances. Below is an excerpt from the purchasing policy and the italicized comments explain how PWTech meets those criteria.

Sole source purchases. Under some limited circumstances, a department may need to consider making a sole source purchase for a supply or service available from only one known vendor. Because this purchase occurs without benefit of competition, departments should exercise great reluctance to use this procurement method.

- i. Sole source procurement is permissible under the following circumstances:

- a. The compatibility of current services or equipment, accessories, or replacement parts is the paramount consideration;

PWTech is the manufacturer and supplier for the Volute Dewatering Press used at the wastewater facility. They are the only supplier for OEM replacement parts and service.

- b. There is no alternative, equivalent product to the one required;

There are no alternative suppliers for parts or service for the volute press manufactured by PWTech. Parts and service are specific to this

piece of equipment and an alternative does not exist.

- c. There is only one acceptable or suitable source for the supply or service item;

PWTech is sole source of OEM parts and service for the volute press.

- d. Grant terms specify the equipment to be purchased.

Not applicable

Approved:


Leigh Griffing (Jul 11, 2022 12:32 MDT)

Leigh Griffing, Procurement Officer

07/11/2022
Date

John Engen
John Engen (Jul 11, 2022 12:42 MDT)

John Engen, Mayor

07/11/2022
Date