



# Bid Waiver Form

Revised 04/2021

<b>Short Description of Goods/Services</b>	RNG Compressor Parts, Consumables, and Services	<b>Total Cost</b>	\$93,000+		
<b>Vendor Name</b>	ANGI ENERGY SYSTEMS	<b>MUNIS #</b>	17404	<b>Req #</b>	
<b>Purchasing Officer</b>	Pete Patten	<b>Date</b>			
<b>Department</b>	Waste & Renewables	<b>Email</b>	Wienkes.Roxanne@countyofdane.com		
<b>Name</b>	Roxanne Wienkes	<b>Phone</b>	608.509.6681		

**\*A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL\***

**Provide a detailed description of the goods/services intended to be purchased:**

ANGI ENERGY SYSTEMS (ANGI) will provide quarterly inspections of RNG compression and offload system to identify possible preventative maintenance suggestions to ensure longevity of system. Vendor will also supply demand services as needed to respond to operational issues and emergencies over the course of the maintenance term.

ANGI will also supply critical spare parts needed to stock inventory, parts needed for service, and consumables (oil) for RNG compression and offload system. Actual orders for parts, service totals, and consumables will vary based on need.

Attached is a draft service contract and quote for service scheduled in 2022, in addition to a line item for on-demand service as needed. A service contract, as necessary, will be routed internally as required for review and approval.

**\*Send to a Purchasing Officer Once Completed\***



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## Procurement Exception List

- Emergency Procurement
- Unique and specific technical qualifications are required
- A special adaptation for a special purpose is required
- A unique or opportune buying condition exists
- Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:

ANGI, locally based in Janesville WI is the supplier for the RNG compression and offload systems at the RNG Plant and is the sole vendor for the parts and service for their equipment which is needed to maintain warranty. They also provide the necessary technical support and as a local vendor, can provide quick response to maintenance situations as they arise.

## Bid Waiver Approval (For Purchasing Use Only)

Under \$37,000 (Controller)

\$37,000+ (Personnel & Finance Committee)

Date Approved:

**\*Send to a Purchasing Officer Once Completed\***



**ANGI Energy Systems LLC**

**ANGI MANAGED SERVICES**

**AGREEMENT:**

**for**

***Dane County Department of Waste & Renewables***



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## 1. INTRODUCTION

This Service Agreement (“Agreement”) is submitted to [Dane County Department of Waste & Renewables], at 7102 U.S. Highway 12 & 18 Madison, WI 53718 (“Customer”) to provide Maintenance Services (“Services”) at [7102 U.S. Highway 12 & 18 Madison, WI 53718]. ANGI Energy Systems LLC, a Wisconsin corporation, with its principal place of business at 305 West Delavan Drive, Janesville, WI 53546 (“ANGI”) will provide service deliverables and scope of work as set forth in this agreement. ANGI will provide the following: (i) Materials, (ii) Labor and (iii) Contractor Management.

## 2. SERVICES

ANGI shall provide to Customer the services described in the Statement of Work (“SOW”) attached hereto as Exhibit B. In addition to SOW, ANGI will provide on call services at customer’s request (collectively with Statement of Work, the “Services”). Customer has entered into an agreement with ANGI to operate and maintain the natural gas fueling equipment at the Site. ANGI is not obligated to perform any required maintenance or repairs to the equipment that are due to the fault or negligence of Customer (including those arising from Customer’s modification of the ANGI equipment) or any such maintenance or repairs that are outside the scope of the Services. To the extent the Customer’s operational requirements are not satisfied and such failure is due to events beyond the scope of the Services provided hereunder, including, without limitation, force majeure events in accordance with Section 2 or the acts or omissions of Customer, ANGI shall have no liability or responsibility associated with such failure. The Services do not include the costs of purchasing natural gas or electricity used in the operation of the Site or for actual refueling of CNG vehicles, whether such vehicles are owned by the Customer, or a third party, which costs shall be the sole obligation of Customer. Such natural gas or electricity will be provided by the Customer’s appropriate utility provider(s) and the Customer is responsible for such payments to such provider. ANGI shall not be responsible for any reporting or other compliance obligations, including without limitation requirements associated with any grant funding for the construction of the Site, greenhouse gas reporting, and environmental or other permits.

### Time and Place of Service

Service shall be performed at the location specified in Exhibit A. Hours of service under this Agreement shall be the normal working hours, excluding holidays, of ANGI. On call or emergency services requested by Customer that are performed outside of normal ANGI working hours (“off hours”) will be performed per the specified terms as listed in Exhibit D.

### Exclusions

ANGI’s scope of work for Services excludes anything not identified in this Exhibit A, including, without limitation, the following: administration or repairs of the shop/building mechanical/safety system, fire extinguishers, billing and metering services, maintenance of lighting, security cameras, flame detectors, electronic price displays, paving, landscaping, fencing and other site improvements.



### **Force Majeure**

Except for obligations of payment, neither party shall be liable to the other party for nonperformance caused by circumstances beyond the control of that party, including but not limited to work stoppages, floods, Acts of God, and acts or requirements of any governmental authority.

### **3. OTHER GENERAL PROJECT RELATED INFORMATION**

#### **Payment/Billing/Risk of Loss/Title Transfer**

Applicable to equipment related projects only where materials are shipped from ANGI under this Project:

- Services will be invoiced upon completion. Parts and Equipment will be invoiced upon shipment from ANGI to each Customer site location(s);
- Delivery terms and pricing for sales within the United States are CPT Destination ANGI's dock, Janesville, WI (Incoterms 2010) unless otherwise agreed to in writing by Seller;
- ANGI shall arrange for transportation of the goods ordered by an appropriate means of transportation;
- Freight is pre-paid from ANGI's dock (Point of Delivery) and incurred after the goods are delivered to the carrier from Point of Delivery to the Place of Destination;
- Risk of loss of or damage to the goods or any part of the goods shall pass to Customer upon delivery to carrier at the Point of Delivery; Customer shall have the responsibility of filing any damage claims with the carrier;
- Customer shall arrange for applicable insurance covering the goods from Point of Delivery to their Place of Destination;
- Legal title of the goods shall pass to Customer at the Point of Delivery;

#### **Specific to Installation:**

- ANGI will invoice for installation fees within 60 days after work is completed;
- Customer to issue a single PO to ANGI for all sites referencing individual site locations for invoicing purposes prior to commencement of on-site work;
- PO must include separate line items by site for Parts and Equipment vs Services fees and allow for partial shipments;
- Customer shall pay ANGI directly



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## **Special Conditions**

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This agreement, quotation and any information concerning maintenance and service recommendations, along with its terms and conditions are the confidential and proprietary information of ANGI Energy Systems, LLC, and may not be disclosed to any third party without the prior express written consent of ANGI Energy Systems, LLC.

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## **Support Resources**

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Following is a summary of the support and service aspects of this Project and the areas within ANGI that will be dedicated to making sure that all tasks are completed.

### **Office Hours**

#### **Regular Hours:**

Monday - Friday  
8:00AM to 5:00PM Central Time

#### **After Hours:**

Daily  
5:00PM - 8:00AM Central Time

#### **Weekend Hours:**

5:00PM Friday – 8:00AM Monday

#### **Holiday Schedule**

5:00PM day before holiday – 8:00AM day after holiday

### **Customer Service Contact Information:**

#### **Regular Hours:**

Parts, Service – Support:	800-934-5219 (24/7/365)
Self-created Freshdesk Ticket:	<a href="http://angienergy.freshdesk.com">http://angienergy.freshdesk.com</a>
Parts Email:	<a href="mailto:angiparts@angienergy.com">angiparts@angienergy.com</a>

#### **After Hours:**

Emergency Service:	800-934-5219 (24/7/365)
Non-Emergency Service:	<a href="http://angienergy.freshdesk.com">http://angienergy.freshdesk.com</a>
Parts Email:	<a href="mailto:angiparts@angienergy.com">angiparts@angienergy.com</a>



**4. AGREEMENT TERM**

AUTOMATIC RENEWAL AND TERMINATION. The initial term of this Agreement will commence upon the last date set forth in the signature block to this Agreement (“Effective Date”) and continue for [1] years thereafter (“Initial Term”). This Agreement will automatically renew for successive 1-year periods at the end of the Initial Term and any subsequent renewal period (each, a “Renewal Term”; Initial Term and Renewal Term may be referred to collectively as the “Term” herein). After the Initial Term, either party may terminate this Agreement upon 30 days’ notice. Either party may terminate this Agreement upon the other party’s material breach of this Agreement and the failure of the breaching party to cure such breach within 30 days of written notice to the breaching party to cure such breach. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive termination of this Agreement. At the end of the Initial Term, ANGI reserves the right to increase the price for the Services for the following Renewal Term with thirty (30) day notice to Customer prior to the end of the then current Term. Otherwise, the price for the Services will continue at the time and material rates as provided in Exhibit D.

**5. CUSTOMER AGREEMENT ACCEPTANCE**

IN WITNESS, WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the Effective Date.

ANGI Energy Systems LLC

**CUSTOMER Dane County Department of Waste & Renewables**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A: PROJECT TERMS & CONDITIONS

1. ANGI shall perform services for the location either directly or through its affiliates or subcontractors. **7102 U.S. Highway 12 & 18 Madison, WI 53718**
  
2. Payment shall be due within 30 days from date of invoice (Net 30 Days) unless otherwise agreed to in writing by ANGI.
  
3. ANGI shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes, business methods, and other intellectual property, that ANGI uses or creates under the Maintenance Agreement.
  
4. ANGI warrants that it will perform the Services in a professional and workmanlike manner and in accordance with generally recognized industry standards for similar services. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
  
5. Each party shall defend, indemnify, and hold harmless the other party from and against any, and all third-party claims, suits, actions, or proceedings relating to any bodily injury to, or death of any person, or damage to property to the extent that such results from the negligent or willful acts or omissions of such party in the course, of fulfilling its obligations for the Agreement. Each party shall be in material compliance with all orders, directives, laws, statutes, ordinances, rules or regulations of local, state, federal or other governmental or quasi-governmental authorities with respect to the Project.
  
6. In the course of the Services, one party (“**Recipient**”) may have access to certain technical or business information of the other party (“**Discloser**”) that is Discloser considers to be proprietary (“**Confidential Information**”), including, but not limited to, specifications, drawings, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports, historical financial statements, financial projections, budgets, historical or projected sales, capital spending budgets or plans, and the identity of key personnel. Confidential Information shall not include information that:
  - (a) is generally available to the public other than as result of a disclosure by Recipient;
  - (b) is provided to Recipient on a non-confidential basis from a source that is not prohibited from disclosing such information to Discloser;
  - (c) Recipient can demonstrate it developed independently without the use Discloser’s Confidential Information; or
  - (d) Recipient can demonstrate was in its possession prior to the Recipient’s receipt of Discloser’s information.



7. Recipient shall: (i) use Discloser's Confidential Information solely for fulfilling its obligations hereunder; (ii) protect Discloser's Confidential Information against unauthorized disclosure using the same degree of care as Recipient uses to protect its own confidential information of a like nature, but no less than reasonable care; and (iii) not analyze the composition of, reverse engineer, or decompile any tangible materials, components, or software comprising Discloser's Confidential Information. Recipient may disclose Discloser's Confidential Information only to the extent that the disclosure is required by law, legal process, or governmental order, provided Recipient gives Discloser notice of such disclosure within a reasonable time to oppose or modify such disclosure. 8. Upon request of Discloser, Recipient will return or destroy Discloser's Confidential Information and any copies thereof and certify the same. The obligations in this section shall survive the expiration or termination of this Project for five (5) years.

8. NEITHER ANGI, ITS AFFILIATES OR SUBCONTRACTORS, NOR CUSTOMER WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS PROJECT, REGARDLESS OF THE FORM OF ACTION OR WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY CLAIMS FOR INDEMNIFICATION OR ANY BREACH OF CONFIDENTIALITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THE PROJECT.

9. (a) Either party may terminate the Agreement for any reason or no reason at all, upon sixty (60) days prior written notice to the other party; (b) Either party may terminate the Agreement if (i) the other party breaches, by giving the breaching party thirty (30) days written notice and the breaching party has failed to cure the breach within such thirty (30) day period; (ii) immediately by written notice if the other party violates the terms of the confidentiality provisions; or (iii) immediately by written notice if the other party files for bankruptcy, becomes insolvent, or otherwise ceases doing business. (c) Any expiration or termination shall not relieve a party of any obligation hereunder that accrued prior to the date of such expiration or termination.

10. In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and nothing contained herein shall be construed or implied to create an agency, association, partnership, or joint venture between the parties. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

11. Customer may not assign the Work without the prior written consent of ANGI. The Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Either party's performance hereunder may be suspended if the performance is prevented due to any condition beyond that party's reasonable control, including but not limited to, acts of God, war, civil disturbances, and acts of terrorism, court orders, or labor disputes. The waiver by either party of a breach by the other party of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party sought to be bound. The Agreement and these terms shall be



governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of law provisions. The Parties consent to the venue and jurisdiction of the federal and state courts in Rock County, Wisconsin. The Agreement may be executed in one or more counterparts, which when taken together shall be deemed an original.

## **EXHIBIT B: STATEMENT OF WORK**

ANGI is proposing the following scope of supply to perform routine quarterly services; which may be performed by either ANGI personnel or an Authorized Service Contractor (ASC) at ANGI's discretion. All work is planned to be undertaken during normal working hours, and the scope does not include emergency call out services or afterhours services. The price includes local transportation (mileage) costs, but does not include other travel costs such as airfare, rental car, hotel etc., which will be charged at cost plus 15% if required.

As there was no information provided on the anticipated equipment duty cycle, or the number of hours per day this equipment will be operating, the quoted price does not include any spare parts or consumables, which will be charged at applicable list price.

The scope of supply for this work is as follows:

1. Log and trend the following:

- a. Operating RPM, gas pressure and temperatures - determine if the unit is operating within design parameters and expectations. NOTE: Verify high and low pressure shutdowns are set as close as practical to normal operating conditions. Set points must protect the machine from exceeding compressor limits.
- b. Bearing temperatures - if the unit is equipped with main bearing temperature sensors.
- c. Compressor frame oil pressure - at operating temperature (190°F (88°C) max. inlet oil temperature), it should be 50 to 60 psig (3.5 to 4.2 barg) at the filter gauges. If pressure falls below 50 psig (3.5 barg), shut down the compressor then determine and correct the cause.
- d. Compressor frame inlet oil temperature.
- e. Compressor frame oil filter differential pressure - differential pressure exceeding the filter change value indicates a need for a filter change. See filter information plate on top cover or Maintenance and Repair Manual for procedure.

2. Check compressor frame oil level. It should be about mid-level in the sight glass and free of foam when running. If not, determine and correct the cause. Do not overfill. Check oil makeup tank for sufficient oil supply. For dry sump frames, check the package sump oil level. Do not add oil to the crankcase through the breather hole while the unit runs. This causes oil foaming and unnecessary no-flow shutdowns in the force feed lubrication system.

3. Check force feed lubricator box oil level. It should be full to the overflow line.



4. Log and trend piston rod packing vent/drain temperature and check distance piece vents for leakage. If the piston rod packing vent/drain temperature is trending high, then verify leak rate before performing maintenance.
5. If applicable, check suction valve unloader actuator vents for leakage.
6. If applicable, check head end clearance pocket vents for leakage.
7. Verify all cylinder high discharge gas temperature shutdowns are set to within 10% or as close as practical above the normal operating discharge temperature. Do not exceed the maximum discharge temperature shutdown setting for the application.
8. Log and trend cylinder valve cap temperatures.
9. Check lubricator block cycle time. See lubricator box data plate for correct cycle time. Changes in gas composition may require a review of cycle time. Check lube sheet for units not running at rated speed.
10. Check for gas, oil, and coolant leaks.
11. Check for unusual noises or vibrations.
12. See packager documentation for additional recommended checks, i.e. scrubber liquid levels, dump valve operation, cooler louver positions, etc.
13. Perform visual / leak check inspection of ETF. Ensure panel is operating as expected.
14. Perform hose inspection.
15. Perform 4000-hour interval service.
16. Perform 8000-hour interval service.





**EXHIBIT D: PROJECT TERMS & CONDITIONS**

PO NTE amount \$92,760.00 for 12-month term. Below is line itemization for full amount. In the event that the line item PO amount be met, “Customer” will need to provide a separate PO for work to be completed in accordance with Demand Service line item.

Inspection Labor and Expenses – NTE amount \$11,310 for 12-month term

- Includes quarterly inspections – invoiced quarterly @ \$1,702.50 per visit
- Includes labor/expenses for 4000-hour interval service – invoiced upon completion @ \$4,500.00

Parts (including oil) – NTE amount \$57,450 for 12-month term

- Includes parts for 4000-hour interval service – invoiced upon completion @ \$1,170.00
- Includes oil consumption for 12-month term – invoiced upon order (expected spend \$15,000.00)
- Includes budgeted amount for parts used during demand service – invoiced upon order/consumption
- Includes budgeted amount for parts needed to stock inventory.

Demand Service – NTE amount \$24,000 for 12-month term

- Includes labor/expenses for demand service – invoiced upon completion of service per contracted rate sheet

<u>US Locations Only</u>	<u>Hourly</u>
Technician (8 hours, for additional hours see schedule)	\$135.00
Engineering (8 hours, for additional see schedule)	\$160.00
Controls Programming (8 hours, for additional see schedule)	\$175.00
Technical Phone Support	\$80.00
First 15 minutes free per ticket number	
Additional time billed in 15-minute increments	

<u>Schedule of Charges</u>	<u>Hourly</u>
Travel (Calculated for employee travel time to and from the location)	\$135.00
Continuous Work in excess of 8 hours per day and off hours	1.5 x Std. Rate
Service work on Saturday	1.5 x Std. Rate



Continuous Work in excess of 12 hours per day	2.0 x Std. Rate
Service Rate for Sunday and US Holiday	2.0 x Std. Rate
Service Vehicle	\$1.25 per mile
Expenses (includes meals, lodging, car rental and airfare)	Cost plus 15%
Emergency Service Charge (includes unscheduled same day service)	\$500.00 per case