

Dane County Contract Cover Sheet

Revised 01/2025

Res 345
significant

Dept./Division	Waste & Renewables		
Vendor Name	APIS INNOVATION INC	MUNIS #	35390
Brief Contract Title/Description	REMOTE MONITORING FOR DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES LANDFILL SITE #2 (RODEFELD)		
Contract Term	2025 - 2029		
Contract Amount	\$300,000.00		

Contract # Admin will assign	15785
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	David Ziegahn	Name	Gregory Chrin
Phone #	608-575-0890	Phone #	484-554-7535
Email	ziegahn.david@danecounty.gov	Email	gchrin@apisinnovation.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 25RFP002
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	Contract Name & #
<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		



MUNIS Req.	Req # 1469	Org: SWMETHGO	Obj: 20102	Proj:	\$
	Year 2025	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 345
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2024

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2025.03.26 09:28:13 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/26/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, March 26, 2025 12:42 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15785
Attachments: 15785.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/26/2025 1:32 PM	Approve: 3/26/2025 1:32 PM
	Patten (Purchasing), Peter	Read: 3/26/2025 1:10 PM	
	Gault, David	Read: 3/26/2025 2:05 PM	Approve: 3/27/2025 10:04 AM
	Cotillier, Joshua		Approve: 3/26/2025 1:15 PM
	Stavn, Stephanie	Read: 3/26/2025 2:19 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15785
Department: Waste & Renewables
Vendor: APIS Innovation
Contract Description: Remote Monitoring for Landfill Site #2 (Res 345)
Contract Term: 1/1/25 -12/31/29
Contract Amount: \$300,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Thursday, March 27, 2025 7:10 AM
To: Goldade, Michelle
Subject: Approve: Contract #15785

1
2
3 **2024 RES-345**

4 AWARD OF AGREEMENT FOR REMOTE MONITORING AND CONTROL SYSTEM FOR
5 LANDFILL GAS

6 The Department of Waste and Renewables reports the receipt of proposals for Remote
7 Monitoring and Control System for Landfill Gas at the Dane County Landfill Site #2 (Rodefeld)
8 located at 7102 Maahic Way Madison WI 53718, Purchasing Proposal #2025-RFP-002.
9

10 A complete tabulation is on file with the Department of Waste and Renewables.

11 An Agreement has been negotiated with:

12
13 Apis Innovation Inc
14 432 Morgan Hull Rd
15 Easton, PA 19042
16
17

18 The Waste and Renewables staff finds the amount to be reasonable and recommends the
19 Agreement be awarded to Apis Innovation Inc.
20

21 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Apis Innovation Inc
22 in the amount of \$300,000.00; and
23

24 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
25 and directed to sign the Agreement; and
26

27 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
28 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15785

Revised 11/2024



Department: Waste & Renewables
Provider: Apis Innovation Inc
Expiration Date: December 31, 2029
Maximum Cost: \$300,000

Registered Agent (if applicable): Apis Innovation, Inc.
Registered Agent Address: 432 Morgan Hill Road
 Easton, PA 18042 U.S.A.

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Apis Innovation Inc (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of supplying and supporting Remote Monitoring and Control System for Landfill Gas; and

WHEREAS PROVIDER, whose address is 432 Morgan Hill Road Easton, PA 18042 is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless otherwise agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services unless agreed to in writing by the parties. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's

subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

3. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no

special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth

additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER'S Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER'S designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY'S Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY'S Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER'S activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set

forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.


XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

DocuSigned by:

AD2B6084523A476...

GREGORY CHRIN
CEO

3/25/2025 | 1:08 PM PDT

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Supply and Service

I. OVERVIEW

The Dane County Department of Waste & Renewables operates an active landfill and Renewable Natural Gas (RNG) Plant at its location at 7102 Maahic Way Madison, WI 53718. Landfill Gas (LFG) is extracted from the landfill through a series of wells that extend into the waste mass and the gas is converted into pipeline quality RNG that is injected into the interstate transmission pipeline. This project includes the installation and supply of a remote monitoring and control system that maximizes the collection of methane from the wellfield.

II. SCOPE

1) INSTALLATION

- a) The PROVIDER shall furnish and install the following equipment meeting the specifications in 2025-RFP-002 within 45 days of the execution of the agreement. The quantities and locations of each wellhead and header mounted unit shall be decided by the COUNTY. COUNTY reserves the right to increase or decrease the actual number of units installed with a planned initial quantity of 25 well head mounted units and 10 header mounted units. COUNTY reserves the right to negotiate via addendum with PROVIDER to increase the amount of monitoring locations and therefore total contracted amount. The Apis smartWell and headerMonitors shall communicate via cellular telemetry, and use solar to charge an internal battery. Gas well insulation for extreme cold and an H2S sensor for the devices are also included.
 - i) PROVIDER to furnish and install 25 wellhead-mounted Apis smartWell packages that include an onboard sensor and communication system that remotely monitors concentrations of CH4 (infrared) CO2 (infrared), O2 (optical) and balance gas (calculated; N2 and trace gases) at the ranges and accuracies specified in SCHEDULE C. The packages shall also monitor H2S (electro-chemical), well and wellfield system pressure, differential pressure (for flow measurement), flow measurement, gas temperate, barometric pressure, and optionally gas well liquid level at the ranges and accuracy specified in SCHEUDLE C. The Apis smartWell shall take gas concentration samples at a frequency specified by the site, and shall remotely and autonomously tune the well via a control algorithm and onboard valve actuator. The control algorithm shall be accessible on the Apis dashboard and may be edited/updated by the COUNTY on a per well basis. The COUNTY may override the control algorithm (if needed) and make necessary device adjustments through the Apis dashboard.
 - ii) PROVIDER to furnish and install 15 header-mounted Apis headerMonitor packages that include the headerMonitor device, auto-calibration system, and a pitot tube for flow measurement capability. An onboard sensor and communication system remotely monitors concentrations of CH4 (infrared) CO2 (infrared), O2 (optical) and balance gas (calculated; N2 and trace gases) per the range and accuracy specified in SCHEDULE C. The packages shall also monitor H2S (electro-chemical), well and wellfield system pressure, differential pressure (for flow measurement), flow measurement, gas temperate, and barometric pressure at the ranges and accuracies specified in SCHEUDLE C. The headerMonitor shall be able to be mounted on horizontal HDPE pipe or vertical access risers. PROVIDER may also facilitate installations on subsurface header lines with flow measurement integration.
 - iii) PROVIDER to furnish and install a weather station compatible with the Apis system capable of measuring windspeed, wind direction, barometric pressure, temperature, rainfall, UV index, and humidity at the ranges and accuracies specified in SCHEDULE C. The weather system shall perform such that barometric pressure and other weather-based tuning is possible.
 - iv) PROVIDER shall conduct training in-person, video conference prior to or at the time of installation to allow COUNTY personnel to navigate the web platform and understand the operation and function of on-site equipment.

2) MAINTENANCE AND SUPPORT

- a) All costs for labor and materials associated with this support shall be included in the monthly service fee. PROVIDER technicians shall undertake all service and maintenance tasks throughout the duration of the agreement, however, COUNTY may perform maintenance tasks in order to facilitate increased device uptime. PROVIDER shall be available for remote support for any field maintenance that COUNTY personnel undertake. COUNTY is encouraged to provide filter and calibration gas replacements, though PROVIDER may do so at the request of the COUNTY. At minimum, PROVIDER shall conduct a quarterly maintenance schedule in which PROVIDER technicians will be on-site to provide any further maintenance support and check-ins on the system. PROVIDER technician shall be available for as needed service in between quarterly service intervals at need and request of the COUNTY. COUNTY and PROVIDER may further discuss division of responsibilities.
- b) COUNTY shall be responsible for the cost of spare parts after the 1-year equipment warranty period, starting immediately after installation, with an annual maximum cap on spare part fees equal to 10% of the Equipment Fees listed in Schedule B.
- c) COUNTY shall be responsible for repair or replacement for damage to equipment that is a result of negligence by the COUNTY or its employees, agents, and contractors.
- d) PROVIDER will provide continuous remote support from both a hardware and software perspective. PROVIDER shall be readily available to monitor device and system performance on a daily basis. The PROVIDER's remote support team shall be available to assist in any device troubleshooting, assist in control algorithm changes, along with performing data review and sharing reports with COUNTY. Per the proposal, there is no added cost for PROVIDER remote support, and is included in the monthly software and service fee per device. PROVIDER also suggests a project call (weekly at the start of the project, transitioning to bi-weekly) in which the COUNTY can meet with PROVIDER to go over device performance, analytics, control algorithm changes, etc. These meetings are intended to get both groups together to ensure clear communication and project goals are met.
- a) Within 14 days of installation, the PROVIDER shall provide for automated, remote operation of COUNTY's landfill gas collection system through fine tuning of individual collection wells based on gas composition and set points established by COUNTY and aggregate gas composition for the entire collection system.
- b) PROVIDER shall operate and maintain the remote monitoring and control system in cold weather conditions. Operation of the remote monitoring and control system shall be maintained until temperatures fall below zero degrees Fahrenheit, for a period of 12 hours or more. Any need to place the system into safe mode, shall be approved in advance by the COUNTY
- c) The PROVIDER shall supply COUNTY personnel with 24/7 online access to PROVIDER web platform with dedicated individual log-on credentials for individual authorized users. Web platform shall allow for real-time remote monitoring of individual well heads with map view and table interfaces.
- d) PROVIDER shall provide remote technical and landfill gas analytical support for the period of the agreement. Response times to email or telephone communications should be within 1 hour during normal business hours. PROVIDER shall perform routine quality assurance and make suggestions to set points and algorithms to maximize performance.
- e) COUNTY shall provide to PROVIDER, upon request, the following landfill system performance data from the Landfill as generated throughout the Term:
 - i) System vacuum
 - ii) Total system flow
 - iii) Odor complaints
 - iv) Total collected methane quantity

- f) COUNTY shall remain the owner of any data uploaded by any of its personnel to the PROVIDER'S servers.
- g) PROVIDER shall take appropriate technical and organizational measures according to the state-of-the-art standards to ensure that data integrity and security is maintained at all times for data collected with on-site equipment.
- h) COUNTY shall make commercially reasonable efforts to provide PROVIDER with 48 hours' advance notice of:
 - v) Well collection or power system maintenance at the Landfill
 - vi) Timely notice of planned or unplanned outages at the Landfill
- j) COUNTY will be responsible for all reporting required by the United States Environmental Protection Agency (EPA) and/or other relevant regulatory bodies related to monitoring of specific well-heads. Installation of PROVIDER equipment will not interfere with COUNTY's ability to take measurements at all well-heads for compliance purposes.
- k) COUNTY shall maintain ownership of any Carbon Credits associated with this Scope and Agreement. As used herein, "Carbon Credits" means (a) any carbon offset, any carbon sequestration, or any carbon utilization credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or Green-e products related to carbon markets; and (b) any other carbon market-based benefit and resource. Any distribution or allocation of Carbon Credits shall be done outside of this Agreement and done solely by the COUNTY. Nothing in the Agreement shall commit PROVIDER to assigning or transferring tax or investment credits to the COUNTY.

III. LOCATION AND TIME OF SERVICES

- 1) Location of install and maintenance shall be Dane County Landfill Site #2 (Rodefild) located at 7242 Maahic Way, Madison WI 53718.
- 2) COUNTY shall provide PROVIDER with reasonable access to the Landfill during the Term such that PROVIDER may install, operate, and maintain the equipment.
- 3) Hours of Routine Service
Hours of routine service shall be during normal business hours, excluding holidays, of COUNTY and PROVIDER. Such services shall be performed at a mutually agreed upon time. Normal working hours for COUNTY are Monday – Friday 7:00AM to 3:30PM CST. Hours of service shall be the normal working hours, excluding holidays, of COUNTY and PROVIDER. Services outside of these hours will be accepted as mutually agreed upon by COUNTY and PROVIDER.
- 4) Hours of Emergency Services
On call emergency services requested by COUNTY shall include work performed outside of normal working hours ("off hours") or requested to be performed within 48 hours of first contact. Emergency service shall be billed per the specified terms in Schedule B. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 48 hours of request. In all cases, PROVIDER shall acknowledge and provide anticipated response time within 48 hours of request for emergency service. COUNTY off hours are defined as:

After Hours:

Daily
3:30PM - 7:00AM CST

Weekend Hours:

3:30PM Friday – 7:00AM Monday CST

Holiday On-call Schedule

3:30PM day before holiday – 7:00AM day after holiday CST

SCHEDULE B Payment and Pricing Structure

I. Payment

- A. Purchase Order.
COUNTY to issue a single PO per year to PROVIDER for invoicing purposes prior to commencement of on-site work.

- B. Invoicing
PROVIDER shall issue an invoice on a monthly basis. Invoices must reference the COUNTY purchase order number issued for the services delivered. Invoices shall be sent to COUNTY electronically at invoices-waste@danecounty.gov.

- C. Payment Terms
Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly.

- D. Payments to the PROVIDER may be withheld for damages or for services found to be deficient in quality or failure to conform to the requirements set forth in the AGREEMENT. COUNTY will notify the PROVIDER in writing of the alleged, specified damages and/or deficiencies and amounts involved within fourteen (14) days. Services that are found to be deficient or fail to conform to the requirements set forth in the AGREEMENT, are not entitled to further payments until corrected to the satisfaction of the COUNTY.

- E. COUNTY has authority to reimburse PROVIDER for fees and costs incurred to expedite service or supply of goods. PROVIDER to provide COUNTY with detailed breakdown of costs or expenses incurred from expedited service.

II. Maximum Cost

- b) The PROVIDER shall not be paid more than the sum of \$300,000 for its obligations of this agreement for completion of shipping, purchase and installation of equipment. COUNTY reserves the right to negotiate via addendum with PROVIDER to increase the amount of monitoring locations and therefore total contracted amount.

III. Pricing and Other

- 1. APIS smartWell & headeMonitor Device Pricing:
In device purchase quantities of 25 or greater, Apis devices have an initial purchase price of \$4,650. The unit price (\$4,825) in the pricing table below includes the addition of gas well insulation for extreme cold, and an additional sensor for H2S measurement capabilities.

- 2. Monthly Software, Support Fee and Consumables:
The Monthly Software and, Support and consumable costs fee includes replacement calibration gas, replacement filters, project, management, wireless communication, data storage, dashboard access (no user limit), installation, field services, training, and remote support. Installation and field service is included in the Monthly Software & Support Fee for device quantities of 25 and over.

- 3. Shipping
Shipping for the initial order is included with the unit price(up to 35 units) is not to exceed \$2,000.

- 4. Acceptance Test
The COUNTY reserves the right to test the software/hardware and equipment for a period of ninety (90) days following installation to determine that the product functions as outlined in this document. If problems are encountered during this acceptance period, or for any reason the COUNTY isn't satisfied with the performance of the PROVIDER or equipment, all equipment will be removed from the site and any installation costs and monthly service fees paid to the PROVIDER will be reimbursed to the COUNTY.

- 5. Contract Renewal and Term

The agreement will renew automatically after Contract Year 1 into Contract Year 2. Terms 3-5 are subject to negotiation and contract addendum as agreed upon by COUNTY and PROVIDER.

	Year 1	Year 2	Year 3 – Year 5 (OPTIONAL RENEWAL)
Equipment	\$ 172,625.00	-	TBN (to be negotiated) via addendum
smartWells (add insulation, heater, H2S sensor)	\$ 120,625.00	-	TBN (to be negotiated) via addendum
headerMonitors (add insulation, heater, H2S sensor)	\$ 48,250.00	-	TBN (to be negotiated) via addendum
weatherStation	\$ 1,750.00	-	TBN (to be negotiated) via addendum
liquidLevel Sensor	\$ -	-	TBN (to be negotiated) via addendum
Shipping	\$ 2,000.00	-	TBN (to be negotiated) via addendum
Software, Service, Consumables	\$ 53,620.00	\$ 53,620.00	TBN (to be negotiated) via addendum
Software and Service (\$100 per device per month x 35 devices per month)	\$ 42,000.00	\$ 42,000.00	TBN (to be negotiated) via addendum
Calibration Gas (up to, to be billed for actual use, estimated \$252 per monitoring point per year)	\$ 8,820.00	\$ 8,820.00	TBN (to be negotiated) via addendum
Condensate Filters (up to, to be billed for actual use, estimated \$80 per monitoring point per year)	\$ 2,800.00	\$ 2,800.00	TBN (to be negotiated) via addendum
Replacement Parts (Cap 10% List Price) (\$550 per monitoring point per year)	\$0.00	\$ 19,250.00	TBN (to be negotiated) via addendum
smartWells (25 devices)	\$0.00	\$ 13,750.00	TBN (to be negotiated) via addendum
headerMonitors (10 devices)	\$0.00	\$ 5,500.00	TBN (to be negotiated) via addendum
Total Price (UP TO) per year	\$ 226,245.00	\$ 72,870.00	TBN (to be negotiated) via addendum
	\$ 299,115.00		

**SCHEDULE C
Proposal**



REQUEST FOR PROPOSAL
2025-RFP-002

REMOTE MONITORING AND CONTROL SYSTEM FOR LANDFILL GAS

Submitted to:

County of Dane
City-County Building, Room 425, 53703
Madison, WI 53703

Submitted by:

Apis Innovation, Inc.
Contact: Greg Chrin
432 Morgan Hill Road
Easton, PA 18042 U.S.A.

Phone: 484-554-7535
Email: Gchrin@apisinnovation.com



About Apis:

Apis Innovation (Apis) was established in 2015 with the aim of revolutionizing the collection of landfill gas and improving operational efficiency at landfills. Our objective is to engineer innovative technology solutions that can be used across the market, regardless of the type of landfill, ownership, energy project, or location. With extensive industry experience, we understand the importance of a landfill-centric business model that prioritizes customer satisfaction and support. As of late 2021, Apis is partnered with and partially owned by one of the largest renewable gas producers in North America.

We believe that our technology can help landfills reduce the risk of non-compliance while also increasing methane capture and environmental sustainability. We are grateful for the opportunity to submit this proposal and we look forward to the successful completion of the scope of work if awarded the project.

Respectfully Submitted,

A handwritten signature in black ink that reads 'Greg Chrin II'.

Greg Chrin II
Founder/CEO/Lead Engineer
Apis Innovation, Inc.

Background:

The Apis team has diligently reviewed the requirements per Section 4 and believes the Apis smartWell, Apis headerMonitor, Apis cloud dashboard, and remote support/field service offering provides a turnkey solution for Dane County. Apis devices have been installed in over 85 landfills in the US and Canada in a variety of climates from +100°F in Miami to -20°F in Quebec. A few sites have a single device mounted on RNG plant inlets, ranging to multiple sites with over 125 smartWell devices installed.

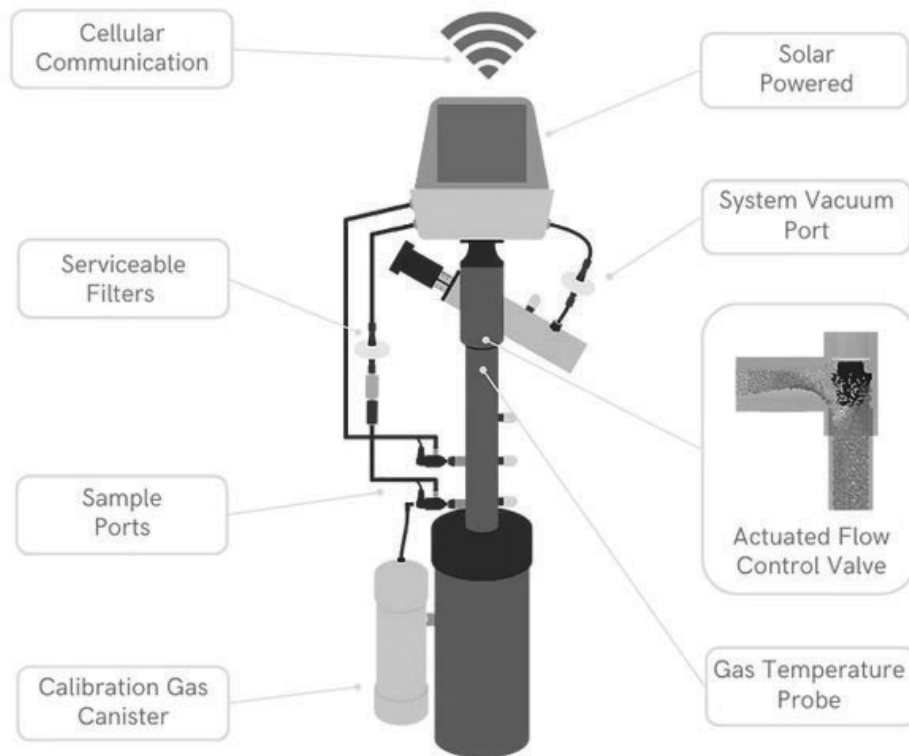


Figure 1: Apis smartWell

The Apis smartWell package includes the smartWell device, 2in. or 3in. wellhead, and auto-calibration system. The Apis smartWell takes gas concentration samples at a frequency specified by the site, and is able to remotely and autonomously tune the well via a control algorithm. The control algorithm is accessible on the Apis dashboard and can be edited/updated by a Dane County manager/technician (or an appropriate granted user role) on a per well basis. A Dane County technician/dashboard user is also able to override the control algorithm (if needed) and make necessary device adjustments through the Apis dashboard.

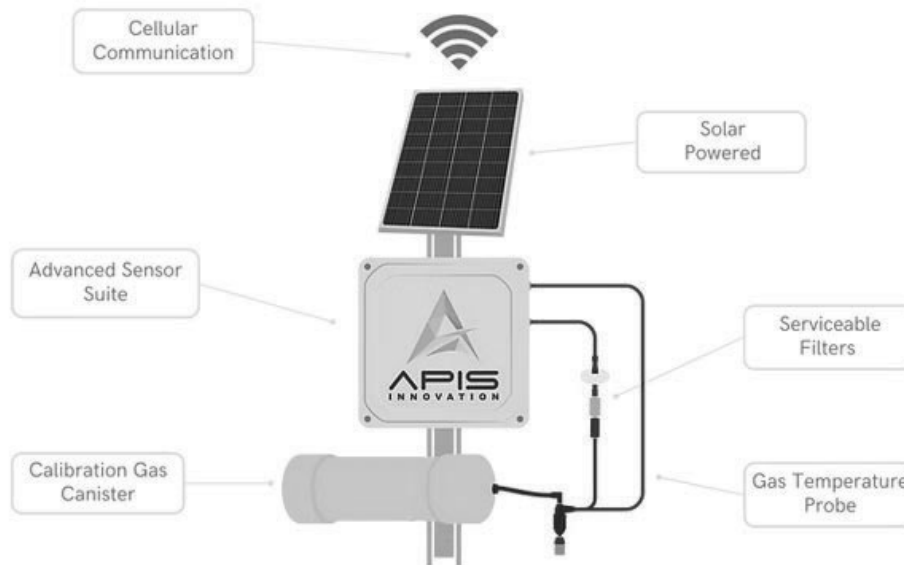


Figure 2: Apis headerMonitor

The Apis headerMonitor package includes the headerMonitor device, auto-calibration system, and a pitot tube for flow measurement capability. The headerMonitor is a flexible landfill gas monitoring solution that can be installed in a variety of different locations and configurations throughout a landfill. The headerMonitor can be mounted on horizontal HDPE pipe, vertical access risers, and Apis can facilitate installations on subsurface header lines with flow measurement integration. Apis typically sees headerMonitors used throughout the field at both above grade and subsurface applications, along with flare and RNG plant inlets. Apis is able to measure flow from the headerMonitor via a pitot tube, and Apis also sells a complementary product (cloudConnector) that can tie into a 4-20mA flowmeter to bring real time flow (from a Thermal or Orifice-plate flowmeter) into the Apis dashboard.

Hardware:

The Apis smartWell and headerMonitors share identical sensor technology, communicate via cellular telemetry, and use solar to charge an internal battery. The major differentiating factor between the Apis smartWell and the headerMonitor is the smartWell has an onboard valve actuator that can autonomously tune a landfill gas well. Both hardware variants measure CH₄, CO₂, O₂, Bal (calculated), gas temperature, static pressure, differential pressure, system pressure, flow (scfm), ambient temperature, and barometric pressure. Apis has included gas well insulation for extreme cold, and an H₂S sensor in pricing for the devices.



Sensor Parameter	Range	Accuracy
CH4 (Infrared):	0 - 100 %v	+/- 0.5 %v
CO2 (Infrared):	0 - 100 %v	+/- 0.5 %v
O2 (Optical):	0 - 25 %v	+/- 0.25 %v
Bal (calculated)	0 - 100 %v	+/- 1.15 %v
H2S (Electro-Chemical)	0 - 5,000 ppm	Estimated +/- 50ppm
Well and Wellfield System Pressure:	-5 to 5 in H2O	+/- 0.15 in. H2O
	-135 to 135 in H2O	+/- 0.25 % of reading
Differential Pressure (for flow measurement):	-2 to 2 in w.c.	+/- 0.01 in. H2O.
	-27 to 27 in w.c.	+/- 0.25 % of reading
Flow Measurement:	Orifice, Venturi, Pitot	Varies per meter
Gas Temperature:	-40 to 257 degF	+/- 1 degF
Barometric Pressure:	8.9 - 32.5 in. Hg	+/- 0.03 in. Hg
Gas Well Liquid Level:	0 - 165 ft.	+/- 0.82 ft

Feature	Description
Power System:	Solar-battery system with a 10 day battery life (no sun exposure) and < 5 days to full recharge
Communication:	Cellular LTE CAT-M1, 2.4Ghz Mesh, Bluetooth 5
Measurement Frequency:	Once per hour by default with solar power
Secure Software Updates:	Remote over-the-air
Calibration:	Adjustable auto-calibration of gas sensors 1 - 7 days, auto-zero of pressure transducers with every sample
Valve Adjustment:	User initiated remote or automated with algorithm

Figure 3: smartWell and headerMonitor specifications

Apis supplies the PVC wellhead in conjunction with the smartWell. The Apis smartWell comes standard with a 2in. wellhead and 2in. gas well compatibility. However, Apis can also provide a 3in. wellhead and a 3in. smartWell kit to install the smartWell onto a 3in. gas well. The 3in.

upgrade does have a slight cost increase due to the added cost of the 3in. PVC and 3in. valve. The Apis wellhead has a venturi flow element that allows the smartWell's valve actuator to provide near linear flow monitoring and control from 0 - 200 scfm. The Apis supplied wellhead also has a custom tapered valve seat that is specifically designed to provide a seal for the linear valve to shut the well down completely if needed. The wellhead is able to be mounted right onto the existing riser (2" - 10" configurations) and hooked up to the existing system flex hose. The Apis smartWell mounts directly onto the wellhead via (4) M4 screws and (2) o-rings designed to provide a leak-proof seal to prevent any gas leaking or any O2 intrusion into the gas stream. All Apis sample tubing is external to allow for easy and simple filter swaps, and all fittings are quick-disconnect. The total install time frame is about 10-15 minutes per well including device calibration. The Apis smartWell system is able to be easily moved to another well if desired.

Both the smartWell and headerMonitor are equipped with autocalibration capability. Autocalibration frequency can be set in the Apis cloud dashboard at frequencies specified by the user. Apis devices have the added functionality of calibrating after temperature or barometric pressure change triggers. The temperature and barometric pressure triggers are editable in the Apis cloud dashboard as well, along with the ability to set threshold values for when those change triggers would occur (i.e. 20°F temperature change).



Figure 4: smartWell and headerMonitor



Apis Cloud Dashboard and Control Algorithm:

Apis offers a cloud-based and browser-hosted data dashboard. Every data point that has been measured by the Apis device will be viewable on the Apis dashboard. The dashboard is accessible via internet browser so that the dashboard can be viewed on desktop, tablet, and mobile phones. The Apis dashboard is very intuitive and the Dane County team should be fully trained on the Apis dashboard within an hour of in-person or remote training. Apis can also provide a video screen-recording of the dashboard training so that it is accessible after initial training.

To provide a brief overview of the Apis dashboard, all settings can be easily modified within the dashboard and the customer can view data points via a map-based Geo-view page or a device specific data-view page.

The Geo-view page provides a satellite map based site overlay that shows the smartWell locations on the site-along with its most recent gas sample (CH₄, CO₂, O₂, bal, temp, pressure, flow, system pressure, valve position, device battery percentage, etc). The customer is able to filter data on the Geo-view page along with generating heatmaps for individual gas, pressure, or flow parameters.

The Data-view page gives the customer access to all historical data on an individual device basis. Date ranges can be edited to view gas concentration, all pressures and flow, temperature and barometric pressure trends, and smartWell valve adjustments in a modifiable date range. All data can be downloaded to a pdf or .csv, and Apis is able to send out daily site data reports.

All control algorithm settings can be tuned in the dashboard as well. By hosting the control algorithm on the dashboard, Dane County's users (with appropriate access via designated roles) have the ability to modify the control algorithm in real time, and all parameters of the control algorithm and tuning priorities are able to be set by the user. Tuning priorities can be set for which parameters may be most important to tune for (ex: static pressure, methane, oxygen, etc.), along with the ability to set custom parameter ranges for each well and each parameter (if desired). There is also an integrated control algorithm tuning calculator that the technician can use to test out how the control algorithm may respond in certain situations. This has been a very good way for customers to test how the control algorithm may tune a gas well before making a live change to the control algorithm. The user has complete control of the control algorithm at their site, and Apis is continually available for remote support to assist with answering questions about algorithm parameters and insights on how the valve would move in certain scenarios.

Apis continues to roll out new dashboard features and updates, and is very open to suggestions from customers. There have been a lot of very helpful features that have been added over the past few years that have come from customer suggestions. If there is a certain feature that a customer would like added, Apis can usually roll them out within 2-3 weeks. Software release

notes providing descriptions of new features can be made available to customers and new features can be showcased during monthly recurring meetings.

The Apis system has the ability to perform barometric pressure or other weather-based tuning, and would welcome the opportunity to discuss the further with the site if awarded the project. Apis recommends using weather station data from an on-site Apis weather station to fully benefit from this feature. Information on the Apis weather station can be found in Figure 5 below.

Sensor Parameter	Range	Accuracy
Wind Speed:	0 - 90 mph	+/- 1.1 mph
Wind Direction:	0 - 359 deg	+/- 7 deg
Barometric Pressure:	8.9 - 32.5 in. Hg	+/- 0.03 in. Hg
Temperature:	-40 - 140 degF	+/- 0.6 degF
Rain Fall:	0 - 1,000 in	n.a.
UV Index:	0 - 200 kLux	+/- 2 kLux
Humidity:	1 -99 % RH	+/- 3.4 RH

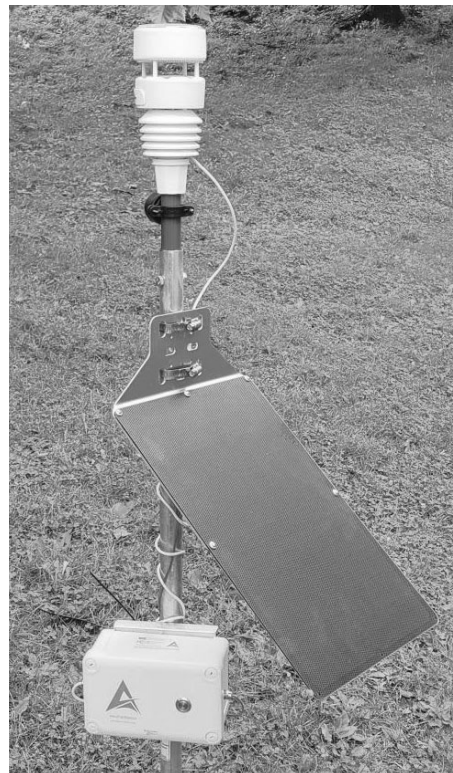


Figure 5: Apis weatherStation



Remote Support/Analysis:

Apis will provide continuous remote support from both a hardware and software perspective. The Apis team is readily available and is monitoring device and system performance on a daily basis. The Apis remote support team is available to assist in any device troubleshooting, assist in control algorithm changes, along with performing data review and sharing reports with Dane County.

There is no added cost for Apis remote support, and is included in the monthly software and service fee per device. Apis also suggests a project call (weekly at the start of the project, transitioning to bi-weekly) in which the Dane County team can meet with an Apis analyst and the Apis technician to go over device performance, analytics, control algorithm changes, etc. These meetings are intended to get both groups together to ensure clear communication and project goals are met.



Maintenance Roles and Responsibilities:

Apis technicians are available and planning to undertake all service and maintenance tasks for the devices at Dane County. Nevertheless, Apis is open to Dane County performing any maintenance tasks they would be comfortable with, in order to facilitate increased device uptime throughout the duration of the project. Apis is available for remote support for any field maintenance that Dane County site personnel wish to undertake. Apis empowers the customer's technicians to provide filter and calibration gas replacements. Apis suggests a quarterly maintenance schedule in which Apis technicians will be on-site to provide any further maintenance support and check-ins on the Apis system, and Apis technicians will be available for as needed service in between quarterly service intervals as well.

The most common replaceable/consumable components are located external to the device to allow for easy and simple maintenance and part swaps that can be performed by both on-site personnel or an Apis technician. All of these components can be replaced without any impact on system uptime. For all installs, Apis offers both hardware training (to swap consumable parts and perform simple preventative maintenance tasks) along with an in-depth software training that highlights every device and dashboard feature.

Apis has seen success at a few municipal sites in Canada giving customers the ability to replace certain internal sensors or sample pumps (if needed). This both ensures project uptime and may promote device longevity if preventative maintenance occurs more frequently. Apis welcomes the opportunity to speak with Dane County technicians to gauge their comfort/willingness to partake in some device tasks along with developing a more formal plan at the onset of the project.

**Apis smartWell & headerMonitor Device Pricing:**

In device purchase quantities of 25 or greater, Apis devices have a purchase price of \$4,650. The unit price (\$4,825) in the pricing table below includes the addition of gas well insulation for extreme cold, and an additional sensor for H₂S measurement capabilities. Apis feels these minor add-ons would help facilitate long term project success, and align with project goals outlined in the RFP.

Monthly Software & Support Fee:

The Monthly Software & Support fee includes replacement calibration gas, replacement filters, project management, wireless communication, data storage, dashboard access (no user limit and constantly improving), installation, field services, training, and remote support. Installation and field service is included in the Monthly Software & Support fee for device quantities of 25 and over.

Shipping:

Shipping cost is estimated to be around \$2,000 for the shipment of 25 devices. In the portal submission, shipping was added to line item 3 labeled, 'Lump Sum Cost for Installation and Testing of Equipment'.

Warranty, Extended Equipment Support, and Replacement Part Policy:

Apis provides a 1-year limited warranty on all equipment, covering manufacturing defects and premature component failures under normal operating conditions. This warranty does not cover damage resulting from misuse, improper installation, or external factors beyond Apis' control. Warranty claims will be assessed at Apis' discretion to determine eligibility for repair or replacement.

After the 1-year warranty period, Apis will continue to provide equipment repairs as needed. Customers will be billed only for replacement parts, with an annual part replacement budget per device capped at 10% of the equipment list price per year. If the total cost of required replacements exceeds this 10% threshold in a given year, Apis will cover the excess replacement costs. Excessive shipping fees (if necessary) are not included in the 10% cap and will be billed separately. Labor and service fees for repairs will not be charged, as they are included in the monthly software and service fees.

If a full device replacement is required after year 3 due to excessive wear or harsh conditions such as high H₂S, leachate exposure, or other conditions, the cost of the new device will be billed to the customer at a 25% discounted price from the current list price. Device replacement to be at the discretion of the customer.

The warranty and replacement policy does not extend to the gas well liquid level sensor, as conditions deep within the gas well can be highly variable and unknown.



County of Dane Pricing Quote (20 smartWell, 5 headerMonitor)				
Item #	Description	Quantity	Unit Price	Total
1	smartWell (w/ autocalibrator, 103L of gas, H2S sensor, and insulation)	20	\$4,825.00	\$96,500.00
2	headerMonitor (w/ autocalibrator, 103L of gas, H2S sensor, and insulation)	5	\$4,825.00	\$24,125.00
3	Year 1 of software & support fees (\$100 per month per device)	25	\$100.00	\$30,000.00
4	Additional 103L calibration gas canisters (estimated semi-annual swaps)	63	\$100.00	\$6,300.00
5	Extra disk filter and condensate trap assembly (estimated quarterly swaps)	125	\$16.00	\$2,000.00
6	Optional: 2in. QED CV2000 wellhead upgrade	20	\$425.00	\$8,500.00
7	Optional: 3in. QED CV3000X wellhead & smartWell 3in. kit		\$1,300.00	
8	Optional: Apis weatherStation	1	\$1,750.00	\$1,750.00
9	Optional: smartWell Liquid Level Monitoring Upgrade	20	\$1,000.00	\$20,000.00
10	Spare parts - year 2 and beyond, 10% annual cap on equipment price	25	\$482.50	\$12,062.50
Estimated Shipping:				\$2,000
Year 1 Total Price:				\$191,175.00
Each additional year (software & service fees, consumables, spare parts)				\$50,362.50

Table 1: Pricing summary

	Year 1	Year 2	Year 3	Year 4	Year 5
Equipment:	\$152,875.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>smartWells (add insulation, heater, H2S sensor)</i>	\$96,500.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>QED CV2000 Control Valves</i>	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>headerMonitors (add insulation, heater, H2S sensor)</i>	\$24,125.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>weatherStation</i>	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>liquidLevel Sensor</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Shipping</i>	\$2,000.00				
Software, Service, Consumables	\$38,300.00	\$38,300.00	\$38,300.00	\$38,300.00	\$38,300.00
<i>Software and Service</i>	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
<i>Calibration Gas</i>	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00
<i>Condensate Filters</i>	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Replacement Parts (Cap 10% List Price)	\$0.00	\$12,062.50	\$12,062.50	\$12,062.50	\$12,062.50
<i>smartWells</i>	\$0.00	\$9,650.00	\$9,650.00	\$9,650.00	\$9,650.00
<i>headerMonitors</i>	\$0.00	\$2,412.50	\$2,412.50	\$2,412.50	\$2,412.50
Total Price:	\$191,175.00	\$50,362.50	\$50,362.50	\$50,362.50	\$50,362.50

Table 2: Yearly pricing breakdown per year