



Bid Waiver Form

Revised 02/2020

Short Description of Goods/Services	RNG Compressor Parts, Services and Consumables
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Date	1/11/2020
Department	Waste & Renewables
Name	Roxanne Wienkes
Email	Wienkes.Roxanne@countyofdane.com
Phone	608.509.6681
Purchasing Officer	Pete Patten

Vendor Name	ANGI Energy Systems, LLC
Vendor MUNIS #	17404
Requisition #	945
Requisition Year	2021
Total Cost	\$92,760

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

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

The vendor 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.

Vendor 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.



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Procurement Exception List (place an "X" next to any that apply)	
	Emergency Procurement
X	Only one vendor possesses the unique and singularly available ability to meet the Department's requirements
	Unique and specific technical qualifications are required
	A special adaptation for a special purpose is required
	A unique or opportune buying condition exists

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 chosen:
<p>Vendor 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 are locally based (Janesville, WI).</p>

Bid Waiver Approval (Purchasing Use Only)

Under \$37,000 Controller Approval	Date
\$37,000 or over Personnel & Finance Committee Approval	Date



ANGI Energy Systems LLC

ANGI MANAGED SERVICES

PROPOSAL:

for

Dane County Department of Waste & Renewables



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 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 @ \$900.00
- 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

US Locations Only

Hourly

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	

Schedule of Charges

Hourly

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