

CONTRACTUAL SERVICES AGREEMENT NO. 11782 WITH EOLA POWER, LLC
FOR ANNUAL UNINTERRUPTED POWER SUPPLY (UPS) MAINTENANCE

This Agreement is entered into on 9/28/2020, between Alachua County, a charter county and a political subdivision of the State of Florida, hereinafter referred to as "County", and Eola Power, LLC, a Florida limited liability company, with a principle business address located at 8782 NW 18th Terrace, Doral, FL 33172, hereinafter referred to as "Contractor". Hereinafter, the County and Contractor are collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the County issued Bid No. 21-233 seeking Contractors to furnish Preventative Maintenance in accordance with the manufacturers PM specifications, twice per year for each piece of equipment listed in this Agreement, including but not limited to service of uninterrupted power supply units and complete battery maintenance including diagnostics, replacement and testing, at the County's facilities located in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid No. 21-233, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid No. 21-233 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

- 1.1. This Agreement is effective for one (1) year beginning October 1, 2020, and continuing through September 30, 2021, unless earlier terminated as provided herein (the "Initial Term"). The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions set forth herein.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Exhibit "1" (the "Work").

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1. The Contractor is a professional qualified to perform the Work.

3.2. The Contractor warrants that Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.

3.3. The Contractor acknowledges that the County's review, observation, or inspection of the Work performed by the Contractor, or the County's payment thereof, in no way diminishes the Contractor's warranty pertaining to the Work.

4. **Method of Payment.** For all Work performed by the Contractor, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum that SHALL NOT EXCEED Forty-Nine Thousand, Nine Hundred Dollars and Zero Cents (\$49,900.00) (the "Annual Contract Price"), for the initial term of the Agreement, payable in accordance with the Schedule of Values attached hereto as Exhibit "2".

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Work performed in accordance with this Agreement. The Contractor's invoice shall describe with reasonable particularity all Work performed, the date thereof, the time expended if such Work is rendered pursuant to a fee and the person(s) rendering such service. Each invoice shall constitute the Contractor's

representation to the County that the Work indicated in the invoice has reached the level stated, has been properly and timely performed as required herein, that all Work performed has served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its laborers, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works Department Director
5620 NW 120th Ln.
Gainesville, Florida, 32653
Criticalfacilities@alachuacounty.us

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Eola Power, LLC
8782 NW 18th Terrace
Doral, FL, 33172

5. Alachua County Minimum Wage.

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$14.50 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$16.50 when health benefits are not provided (collectively, the "Minimum Wage").

- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
 - 5.4. The Contractor shall provide certification, the form of which is attached hereto as Exhibit 4, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
 - 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
 - 5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
 - 5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Alachua County Public Works Department Director
5620 NW 120th Ln.
Gainesville, Florida, 32653

Contractor:

Eola Power, LLC
8782 NW 18th Terrace

Doral, FL, 33172

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or

further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

- 7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. **PROJECT RECORDS**

8.1. **General Provisions:**

8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

8.2. Confidential Information

8.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under

§119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

9. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit "3". A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Exhibit "3-A".

10. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

11. **Laws & Regulations.**

11.1. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations,

the Contractor remains liable for any violation and all subsequent damages or fines.

11.2. The Contractor must comply with the FBI Criminal Justice Information Services (CJIS) version 5.7, dated August 16, 2018, Section 5.1.1.5.

12. Indemnification.

12.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

12.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

12.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. Assignment of Interest. Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same

without prior written consent of the other party.

14. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
15. **Independent Contractor**. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
16. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
17. **Conflict of Interest**. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
18. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.
19. **Severability and Ambiguity**. It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the

opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

20. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
21. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
22. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
23. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the parties.
24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
25. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
26. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
27. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
28. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall

have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

DocuSigned by:

By: Michele Lieberman
D3754GB42A4D47F...

Michele Lieberman, County Manager

Date: 9/28/2020

APPROVED AS TO FORM

DocuSigned by:

David Forziano
70E5E84DBE4E4D3...

Alachua County Attorney's Office

EOLA POWER, LLC

DocuSigned by:

By: Mateo Arias
DBA948204F884D6...

Print: Mateo Arias

Title: National Sales Director

Date: 9/18/2020

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION.

Exhibit 1: Scope of Services

1.0 SCOPE

The provisions contained in this section are intended for Alachua County's Annual Uninterruptible Power Supply Products and Maintenance on an as needed basis. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

1.1 Preventive Maintenance

Contractor shall perform Preventative Maintenance (PM) in accordance with manufacturer PM specifications, twice per year for each piece of equipment listed below. Maintenance shall be conducted during non-business hours, or during agreed upon hours with the County that will not disrupt operations. Contractor shall schedule annually and then notify the County two-weeks prior to scheduled maintenance. The PM Service shall include 24/7 Emergency Technical Phone Support. The cost per visit per equipment listing is to be provided in Exhibit 2. The County is authorized to add or delete locations, in writing, at the cost provided here-in. If a new location is added and the equipment is not listed here-in, then the County may add equipment at a mutually agreed upon price via written change order. Full PM Service shall begin after an initial inspection of all equipment by the contractor. Repairs to any equipment or batteries other than the PM Services listed in Exhibit 2 shall be priced separately and completed only after authorization has been provided by the Public Works Director, Facilities Management Director, or assigned delegate. The Contractor must provide 24/7 Emergency Repair Response with a technician on site within four (4) hours, as requested. The Emergency Repair Response shall be at a rate provided in Exhibit 2. The following terms and conditions shall apply to the Preventative Maintenance Inspections.

2.0 UPS SERVICE

2.1 Semi-Annual Service

- 2.1.1 Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
- 2.1.2 Check for proper clearance around the unit
- 2.1.3 Perform temperature checks on all breakers, connections, and associated controls; report all high-temperature areas
- 2.1.4 Check air filters for cleanliness; Replace where necessary
- 2.1.5 Check rectifier and inverter snubber circuit board for discoloration
- 2.1.6 Check power capacitors for swelling or leakage
- 2.1.7 Check capacitor vent caps extruded more than 1/8 fans for proper operation
- 2.1.8 Lubricate and check bearings for abnormal condition.
- 2.1.9 Record all meter readings and calibrate as necessary.

- 2.1.10 Measure and record phase-to-phase input, output, bypass, and battery voltages and currents.
- 2.1.11 Review alarm log/history for any irregular activity.
- 2.1.12 Verify remote status panel operation
- 2.1.13 Measure and record harmonic-trap filter currents.
- 2.1.14 Report and review system performance with customer to address any questions and to schedule any repairs
- 2.1.15 Provide inspection report, with recommendations, to customer within 5 business days
- 2.1.16 Replace all A/C and D/C defective Capacitors as needed.

2.2 **Annual Service**

- 2.2.1 All steps included with Semi-Annual Service
- 2.2.2 Check the inverter and rectifier snubbers for discoloration or damaged wiring
- 2.2.3 Check all contacts to ensure secure connections
- 2.2.4 Verify that connections show no signs of discoloration
- 2.2.5 Check fuses on the DC capacitor deck for continuity, as applicable
- 2.2.6 Clean interior and exterior of unit
- 2.2.7 Replace batteries as scheduled or as needed.
- 2.2.8 Perform operational test of the system including unit transfer and battery discharge.
- 2.2.9 Measure and calibrate, all electronics to system specifications.
- 2.2.10 Measure and record all low-voltage power-supply levels

3.0 **BATTERY SERVICE**

Battery replacements is not included in the full service maintenance. Battery shall be replaced at the request of the County. All tasks listed below will comply with the IEEE 1188 Standard — manufacturer's specifications for Valve Regulated Lead Acid (VRLA) batteries.

3.1 **Semi-Annual Service**

- 3.1.1 Measure and record each cell terminal voltage (DC and AC)
- 3.1.2 Measure and record overall system DC voltage and current levels
- 3.1.3 Measure and record ambient room temperature
- 3.1.4 Measure and record temperature of all negative posts
- 3.1.5 Measure and record AC ripple voltage and current
- 3.1.6 Measure and record VDC and VAC of jar/cell (cell #1 + post to frame ground; frame ground to – post of last cell in string)
- 3.1.7 Check jar and cover for signs of leakage
- 3.1.8 Check for corrosion on terminal post and connector
- 3.1.9 Check general appearance and cleanliness of battery room and batteries
- 3.1.10 Review customer battery maintenance logs and add maintenance entry
- 3.1.11 Safety check: confirm proper warning/hazard labels
- 3.1.12 Safety check: confirm proper operational information, placards, and labeling

- 3.1.13 Safety check: check safety equipment and supplies for proper amount and location
- 3.1.14 Provide inspection report and recommendations to Customer within 5 business days; if report is not

3.2 Annual Service

- 3.2.1 All steps included with Semi-Annual
- 3.2.2 Torque battery to manufacturer's specification (if connection resistance measures greater than 20% of average)
- 3.2.3 Clean and re-secure all battery terminals and jumper connections, as applicable (up to 20%)
- 3.2.4 Clean and neutralize jar and rack/cabinet, as applicable
- 3.2.5 Load test each jar or use equivalent device

4.0 FEE SCHEDULE

- 4.1 Semi-Annual Maintenance per unit per visit
- 4.2 Battery Replacement (includes diagnostics, replacement and testing)
- 4.3 Emergency Repair Response

5.0 EQUIPMENT LIST

21-233 Annual UPS Product and Maintenance Equipment and Battery List Revised 5/29/2020

UPS EQUIPMENT LIST - (UPS Item # on the Excel Sheet should be used for pricing of items UPS Item # on the Bid Form)

Item #	Address	Type	Manufacturer	Model	Serial #	kVA size	Date Code	Location
A1	3333 NE 39th Avenue (Jail Facility), Gainesville, FL	UPS System	GE	SG Series	P0040-1613-B051R	40	2013	Room 1-1008 UPS2
A2	3333 NE 39th Avenue (Jail Facility), Gainesville, FL	UPS System	GE	SG Series	P0050-1413-B041Q	50	2013	Room 1-0708 UPS1
A3	12060 NE Waldo Road, Gainesville, FL	UPS System	Powerware	9170+	BG203T0005	18	2013	Radio Shack
A4	3333 NE 39th Avenue (Jail Facility), Gainesville, FL	UPS System	GE	SG Series	P0040-1613-B050R	40	2013	Room 1-0204 UPS3
A5	2621 SE Hawthorne Road, Gainesville, FL	UPS System	GE	LP SERIES	Q1030-2812-B301A	30	2012	Server room
A6	2621 SE Hawthorne Road, Gainesville, FL	UPS System	GE	SG 40	Q1040-1511-B187A	40	2011	1st floor data room
A7	12 SE 1st Street (Administration Building), Gainesville, FL	UPS System	Liebert (Output Tie Cab)	NX-B	38-5407	20	2008	Basement
A8	12 SE 1st Street (Administration Building), Gainesville, FL	UPS System	Liebert	NX-B	47H0900004	20	2010	Basement
A9	2620 SE Hawthorne Road, Gainesville, FL	UPS System	Liebert	NXb	38-5401	30	2008	1st
A10	2620 SE Hawthorne Road, Gainesville, FL	UPS System	Liebert	AP356	M14064f	50	2000	Data Room
A11	12 SE 1st Street (Administration Building), Gainesville, FL	UPS System	Liebert	NX Series	M10J7I0018	20	2008	Basement
A12	3333 NE 39th Avenue (Jail Facility), Gainesville, FL	UPS System	GE	Zenith MDU Series, Model# PP12-W	110-3995	30	2008	Comm room
A13	3333 NE 39th Avenue (Jail Facility), Gainesville, FL	UPS System	GE	Zenith MDU Series, Model# PP12-W	110-3995	50	2008	Comm room
A14	515 South Main Street, Gainesville, FL	UPS System	APC	X3000	AS1442135242	3	2014	2nd flr Property Appraiser
A15	515 South Main Street, Gainesville, FL	UPS System	APC	X3000	AS1431145437	3	2014	2nd Floor Property Appraiser
A16	515 South Main Street, Gainesville, FL	UPS System	APC	SYMMETRA PX	PD1502250033	40	2015	Telecom room
A17	26 NE 1st Street, Gainesville, FL	UPS System	Liebert	AP356	P31848	50	1995	Computer Room Annex
A18	5620 NW 120th Lane, Gainesville, FL	UPS System	Eaton	9170+	BH213T0013	18	2008	Tower 1st Floor
A19	26 NE 1st Street, Gainesville, FL	PDU	Liebert	PRC050C	314807-3		1995	First Floor - Computer Room

Exhibit 2: Schedule of Values (Bid Form)**REVISED 6.23.2020-- BID FORM****BID:** 21-233 Annual Uninterruptible Power Supply Products and Maintenance**BID OPENING DATE:** 2:00 pm, Wednesday, July 8, 2020**TO:** The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service. The bid award shall be based on a price derived by a percentage for each category, 75% on the PM cost and 25% on the battery replacement cost.

UNINTERRUPTIBLE POWER SUPPLY & BATTERY EQUIPMENT <i>(Item # from the Excel Sheet should be used for the Item # on the Bid Form)</i>		UPS BATTERIES <i>(Item # from the Excel Sheet should be used for the Item # on the Bid Form)</i>
Item #	Pricing Semi Annual Preventative Maintenance and Inspection to include UPS and Batteries (per visit)	Pricing for Full Batteries Replacement include Diagnostic, Installation and Testing
A1	\$300.00	\$5,280.00
A2	\$300.00	\$8,226.00
A3	\$225.00	\$2,200.00
A4	\$300.00	\$5,280.00
A5	\$300.00	\$2,270.00
A6	\$300.00	\$4,300.00
A7	\$225.00	\$0
A8	\$225.00	\$3,750.00
A9	\$300.00	\$3,750.00
A10	\$300.00	\$7,643.00
A11	\$225.00	\$2,545.00
A12	\$300.00	\$0

A13	\$300.00	\$0
A14	\$150.00	\$480.00
A15	\$150.00	\$480.00
A16	\$300.00	\$5,000.00
A17	\$225.00	\$0
A18	\$300.00	\$6,287.00
A19	\$225.00	\$2,400.00
TOTAL	\$4,950.00	59,891.00
GRAND TOTAL	\$64,841.00	

Cost per Service Call \$1.00
 24/7 Emergency Service Call Hourly Rate (8 a.m. – 5 p.m.) \$185.00
 24/7 After-Hours Emergency Service Call Hourly Rate (5 p.m. – 8 p.m.) \$275.00

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No
 #5 Yes No #6 Yes No #7 Yes No #8 Yes No

Bidder: Mateo Arias Company: Eola Power, LLC.

Address: 66 W Flagler ST SUITE 905 MIAMI, FL 33130

Authorized Signature: Mateo Arias Title: National Sales Director

Clearly Print Name: Mateo Arias

Phone: 305-407-5232 Fax: 305-809-8104 Date: 07/08/2020

Email Address: marias@eolapower.com

Exhibit 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

- Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who's employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If

any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rovner Insurance Group 11098 Biscayne Blvd, #100 Miami FL 33161		CONTACT NAME: Marc Rovner PHONE (A/C, No, Ext): (305) 303-8358 FAX (A/C, No): E-MAIL ADDRESS: mrovner@rovnerco.com INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED EOLA POWER, LLC 8782 NW 18TH TERRACE DORAL FL 33172		INSURER A: United Specialty Insurance Company INSURER B: Travelers INSURER C: Startstone National Insurance Company INSURER D: Guard Insurance Group 31470 INSURER E: Shelter Point INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CCP-913413	07/16/2020	07/16/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-0N501982-19-42-G	05/26/2020	05/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		85556N190ALI	03/05/2020	03/05/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		EOWC146382	05/24/2020	05/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Disability Group		DBL564130	09/17/2020	09/17/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 OTHER INSURANCE PROVISIONS
 The policies are to contain, or be endorsed to contain, the following provisions:
 Commercial General Liability and Automobile Liability Coverages
 a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an additional Insured as respects Liability arising out of activities performed by or on behalf of the Contractor/Vendor, to include Products and/or Completed Operations of the Contractor/Vendor, Automobiles owned, leased, hired or borrowed by the Contractor
 b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1 ST Gainesville, FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marc Rovner</i>
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ACORD 25 (2016/03)

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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Eola Power, LLC
8782 NW 18th Terrace
Doral, FL 33172
(305) 407-5232

Project Description: **Annual Uninterrupted Power Supply (UPS) Maintenance**; Preventative Maintenance in accordance with the manufacturers PM specifications, twice per year for each piece of equipment listed in the agreement. Contractor will service uninterrupted power supply units and complete battery maintenance including diagnostics, replacement and testing.

EOLA POWER, LLC

DocuSigned by:

By: _____
DBA948294F864D6...
Print: **Mateo Arias**
Title: **National Sales Director**
Date: **9/18/2020**

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION.

Exhibit 5: Appendix H, Security Addendum to Criminal Justice Information (CJIS) Security Policy

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

08/16/2018
CJISD-ITS-DOC-08140-5.7

H-2

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

Certificate Of Completion

Envelope Id: ED4A18A898E44D3F8F70B7B1D2086EEE	Status: Completed
Subject: Please DocuSign: Agreement No. 11782 - Eola Power LLC - Annual Uninterrupted Power Supply (UPS)...	
Source Envelope:	
Document Pages: 28	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254


Record Tracking

Status: Original 9/18/2020 2:14:47 PM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Mateo Arias
marias@eolapower.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

DBA948294F864D6...

Signature Adoption: Drawn on Device
Using IP Address: 98.249.249.180

Timestamp

Sent: 9/18/2020 2:23:06 PM
Viewed: 9/18/2020 2:27:00 PM
Signed: 9/18/2020 2:29:53 PM

Electronic Record and Signature Disclosure:
Accepted: 9/18/2020 2:27:00 PM
ID: 2576360b-d942-46ad-abbd-c26f1557df7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/18/2020 2:23:06 PM
Certified Delivered	Security Checked	9/18/2020 2:27:00 PM
Signing Complete	Security Checked	9/18/2020 2:29:53 PM
Completed	Security Checked	9/18/2020 2:29:53 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Fola Power, LLC a
(insert name of company)
Florida
(Insert state of Incorporation) corporation (the "Corporation"), at a duly and properly
held meeting on the 18 day of September, 2020, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

Mateo Arias

TITLE

National Sales Director

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 19 day of September, 20 20, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)



Secretary of the Corporation

By: _____

Alex Aronowich — P

(Print Secretary's Name)

Certificate Of Completion

Envelope Id: A0C057067D9B4237B85A585B6225A987	Status: Completed
Subject: Please DocuSign: Agreement No. 11782 - Eola Power LLC - Annual Uninterrupted Power Supply Maint...	
Source Envelope:	
Document Pages: 34	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

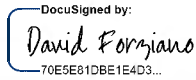
Record Tracking

Status: Original 9/22/2020 12:58:00 PM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

70E5E81DBE1E4D3...

Signature Adoption: Pre-selected Style
Using IP Address: 216.194.144.254

Timestamp

Sent: 9/22/2020 1:04:18 PM
Viewed: 9/23/2020 11:42:40 AM
Signed: 9/23/2020 12:02:31 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2020 1:04:18 PM
Certified Delivered	Security Checked	9/23/2020 11:42:40 AM
Signing Complete	Security Checked	9/23/2020 12:02:31 PM
Completed	Security Checked	9/23/2020 12:02:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Certificate of Completion

Envelope Id: 47E9EC931744467080FC030E8CA8014C	Status: Completed
Subject: Please DocuSign: #11782 - Eola Power LLC - Annual Uninterrupted Power Supply Maintenance-ATF by...	
Source Envelope:	
Document Pages: 38	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

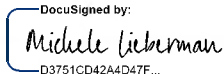
Record Tracking

Status: Original 9/23/2020 12:44:50 PM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Michele Lieberman
mlieberman@alachuacounty.us
County Manager
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

D3751CD42A4D47F...
Signature Adoption: Pre-selected Style
Using IP Address: 216.194.144.254

Timestamp

Sent: 9/23/2020 12:52:43 PM
Viewed: 9/28/2020 8:45:35 AM
Signed: 9/28/2020 8:51:00 AM

Electronic Record and Signature Disclosure:
Accepted: 9/28/2020 8:45:35 AM
ID: d07472b3-2617-41ca-8f25-b5ba2669355b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Brandy Woodard
bwoodard@alachuacounty.us
Security Level: Email, Account Authentication (None)

VIEWED
Using IP Address: 216.194.144.254

Sent: 9/23/2020 12:51:31 PM
Viewed: 9/23/2020 12:52:42 PM

Electronic Record and Signature Disclosure:
Accepted: 8/10/2020 1:37:14 PM
ID: 2f89da0f-83f1-4579-9807-a5bcef6f27b5

Carbon Copy Events

Status

Timestamp

Jaye Athy
jathy@alachuacounty.us
Procurement Specialist
Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/28/2020 8:51:07 AM
Viewed: 9/28/2020 8:56:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/28/2020 8:51:07 AM
Certified Delivered	Security Checked	9/28/2020 8:51:07 AM
Completed	Security Checked	9/28/2020 8:51:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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