



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## MANDATORY FORM

### **Section I: Contact Information**

Complete the contact information below.

BID NUMBER:	25-040-ETSB
COMPANY NAME:	Eola Power LLC.
MAIN ADDRESS:	8782 NW 18th Terrace
CITY, STATE, ZIP CODE:	Miami, FL, 33172
TELEPHONE NO.:	786-696-7017
BID CONTACT PERSON:	Alex Zehr
CONTACT EMAIL:	azehr@eolapower.com

### **Section II: Contract Administration Information**

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Alex Zehr	NAME:	Krystal Osorio
CONTACT:	Contracting Specialist	CONTACT:	Accounts Receivable
ADDRESS:	8782 NW 18th Terrace	ADDRESS:	8782 NW 18th Terrace
CITY, ST., ZIP:	Miami, FL, 33172	CITY, ST., ZIP:	Miami, FL, 33172
PHONE NO.:	786-696-7017	PHONE NO.:	800-399-7414
EMAIL:	azehr@eolapower.com	EMAIL:	kosorio@eolapower.com

### **Section III: Certification**

The undersigned certifies that they are:

☐ The Owner or Sole  
Proprietor

☒ A Member authorized to  
sign on behalf of the  
Partnership

☐ An Officer of the  
Corporation

☐ A Member of the Joint  
Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Alex Antonceccchi  
(President or Partner)

Ermal Lulo  
(Vice-President or Partner)

N/A  
(Secretary or Partner)

N/A  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, 2, and N/A issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

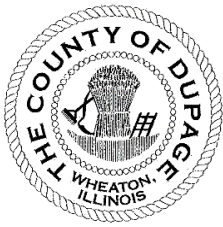
By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Alex Zehr

Signature: \_\_\_\_\_

Title: Contracting Specialist

Date: 5/14/2025



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## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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Please complete the contact information below.

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COMPANY NAME:	Eola Power LLC.
CONTACT PERSON:	Alex Zehr
CONTACT EMAIL:	azehr@eolapower.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

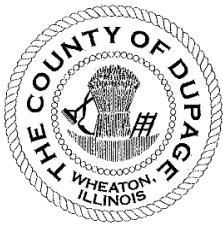
[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Alex Zehr Signature: \_\_\_\_\_

Title: Contracting Specialist Date: 5/14/2025



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## LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DUPAGE TO CONTRACT

### **Section I: Contact Information**

Please complete the contact information below.

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COMPANY NAME:	Eola Power LLC.
CONTACT PERSON:	Alex Zehr
CONTACT EMAIL:	azehr@eolapower.com

### **Section II: Limitations**

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

#### *Indemnification*

**DuPage County has no authority to provide an indemnity to a vendor.** As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

### *Choice of Counsel, Waiver of Defenses*

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

### *Payment Terms*

**The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County.** The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

### **Section III: Acceptance**

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

**Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.**

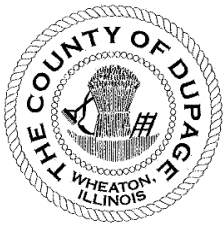
Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: Alex Zehr

Signature: \_\_\_\_\_

Title: Contracting Specialist

Date: 5/14/2025



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## REFERENCES

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	25-040-ETSB
COMPANY NAME:	Eola Power LLC.
CONTACT PERSON:	Alex Zehr
CONTACT EMAIL:	azehr@eolapower.com

### **Section II: Reference List**

List three (3) references for companies that you have provided similar goods or services to for a period of not less than six (6) months.

COMPANY NAME:	Illinois Secretary of State, IT Department
CONTACT PERSON:	Jamie Daley
ADDRESS:	501 S. 2nd Street, Room 574 Howlett Building
CITY, STATE, ZIP:	Springfield, IL, 62756
CONTACT PHONE NO.:	217-685-9088, 217-782-5042
CONTACT EMAIL:	jdaley@ilsos.gov
DESCRIPTION OF GOODS OR SERVICES PROVIDED:	Performed full battery replacements and capacitor and fan replacements on two Eaton 9390 120kVA UPS Units, and two Eaton 9355 20kVA UPS Units. We also hold a recurring preventative maintenance contract for these units.

COMPANY NAME:	NIH Rocky Mountain Laboratories
CONTACT PERSON:	Richard Norman
ADDRESS:	903 S 4th St, Bldg T-23
CITY, STATE, ZIP:	Hamilton, MT, 59840
CONTACT PHONE NO.:	406-531-0292
CONTACT EMAIL:	normanr2@mail.nih.gov
DESCRIPTION OF GOODS OR SERVICES PROVIDED:	Performed Capacitor and fan replacements for 8 UPS Units for the laboratories and several full battery replacements. We hold the current preventative maintenance contract for NIH Montana's UPS Systems.

COMPANY NAME:	United States Navy, IWTC
CONTACT PERSON:	Jacob Richards
ADDRESS:	2088 Regulus Ave.
CITY, STATE, ZIP:	Virginia Beach, VA, 23461
CONTACT PHONE NO.:	540-287-55880
CONTACT EMAIL:	jacob.b.richards.civ@us.navy.mil
DESCRIPTION OF GOODS OR SERVICES PROVIDED:	Performed a full battery replacement on 120 batteries for an Eaton Powerware 9315 300kVA UPS Unit

### **Section III: Certification**

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Alex Zehr Signature: \_\_\_\_\_

Title: Contracting Specialist Date: 5/14/2025



## PUBLIC SECTOR REFERENCE LIST

### 1. City of Jacksonville

- **Project:** Semi-Annual Preventive Maintenance – UPS & Batteries
  - **Scope:** Preventive maintenance and testing for UPS and battery systems across municipal sites.
  - **Contract Start Date:** 2022
  - **Current Status:** Active
  - **Contact:**
    - **Name:** A. Ciprian
    - **Title:** Facilities Coordinator
    - **Email:** aciprian@coj.net
    - **Phone:** (904) 219-6489
- 

### 2. City of Miami – College of Police

- **Project:** Semi-Annual Preventive Maintenance – UPS & Batteries
  - **Scope:** Full-service UPS and battery PM services for police training facilities.
  - **Contract Start Date:** 2023
  - **Current Status:** Active
  - **Contact:**
    - **Name:** Orlando Perez (Facilities)
    - **Email:** 45393@miami-police.org
    - **Phone:** (305) 505-0156
- 

### 3. Fulton County Government

- **Project:** UPS Preventive Maintenance
  - **Scope:** Full preventive maintenance coverage of UPS systems across multiple county sites.
  - **Contract Start Date:** 2021
  - **Current Status:** Active
  - **Contact:**
    - **Name:** Vijay Nair
    - **Email:** vijaya.nair@fultoncountyga.gov
    - **Phone:** (404) 285-7538
- 

### 4. NOAA – David Skaggs Research Center (DSRC)

- **Project:** Preventive Maintenance Contract
- **Scope:** Regular PM service for UPS systems and batteries.
- **Location:** 325 Broadway, Boulder, CO 80305

## PUBLIC SECTOR REFERENCE LIST (CONT.)

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### 5. United States Navy – IWTC

- **Project:** Battery Replacement
- **Scope:** Replaced 120 batteries in a 300kVA Eaton Powerware 9315 UPS.
- **Location:** 2088 Regulus Ave. Virginia Beach, VA. 23461
- **Contact:**
  - **Name:** Jacob Richards
  - **Email:** jacob.b.richards.civ@us.navy.mil
  - **Phone:** 540-287-5580

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### 6. NIH – Rocky Mountain Laboratories

- **Project:** UPS PM Contract and Component Replacement
- **Additional Scope:** Capacitor and fan replacements across 8 UPS units.
- **Location:** 903 S 4th St, Bldg T-23, Hamilton, MT 59840
- **Contact:**
  - **Name:** Richard Norman
  - **Email:** normanr2@mail.nih.gov
  - **Phone:** 406-531-0292

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### 7. US Army – Louisiana Air National Guard

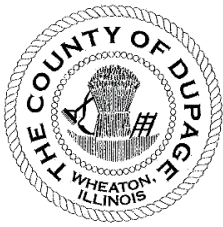
- **Project:** Battery, Capacitor, and Fan Replacements
  - **Scope:** Multiple UPS upgrades across facilities statewide.
  - **Location:** 6400 St. Claude Ave, Bldg 3010, New Orleans, LA 70117
  - **Contact:**
    - **Name:** Bryan Guillory
    - **Email:** bryan.s.guillory.mil@army.mil
    - **Phone:** 318-290-5350
-



Main Office: 8782 NW 18th Terrace, Miami, FL 33172

## COMMERCIAL PROJECT REFERENCE LIST

Company Name	Scope of Work	Date	Contract Value
<b>CANiK USA</b> (West Palm Beach, FL)	Turnkey installation of (4) 400kVA Riello Master HP UPS units with battery cabinets, bypass panels, startup & commissioning	July 2024	\$680,156
<b>Propulsion Technologies International</b> (Miramar, FL)	Installation of (1) 300kVA Riello UPS system with 50-min runtime, full upstream and downstream power distribution upgrades, rigging, permits	January 2023	\$406,701
<b>NBCUniversal / Telemundo49</b> (Tampa, FL)	Kohler 150kW Dual Fuel Generator, 400A ATS, full electrical rework, installation, startup & commissioning, permitting	April 2021	\$179,999



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## JOINT PURCHASING AGREEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	25-040-ETSB
COMPANY NAME:	Eola Power LLC.
CONTACT PERSON:	Alex Zehr
CONTACT EMAIL:	azehr@eolapower.com

### **Section II: Participation**

If awarded, would your firm be willing to extend its bid to other DuPage County taxing bodies (e.g., school districts, townships, cities, and villages) for the purpose of Joint Purchasing in cases where the approximate quantity and/or usage is unknown?

☒ Yes

☐ No

### **Section III: Additional Requirements**

If "Yes" in Section II above, please list below any desired additional requirements or specifications that are beyond those listed in the County's Bid.

We can extend our bid to other DuPage County taxing bodies, so long as the statement of work is of a similar scope. We price each job based on the time, materials, travel, and labor required. We do have a standard price list for specific battery replacement and capacitor and fan replacement services priced based on the number of batteries and kVA size. We can also provide preventative maintenance contracts for any UPS units for the county.

#### **Section IV: Joint Purchasing Limitations**

If the County accepts this bid, the County and the Awarded Contractor will develop Joint Purchasing procedures. The County will distribute these Joint Purchasing procedures to the taxing bodies. Beyond that, the County will not be involved in the purchasing other than to receive a copy of the other taxing body's Purchase Order. The other taxing body's Purchase Order will reference the County's contract number. Invoicing and payments will be entirely between the other taxing bodies and the Awarded Contractor.

#### **Section V: Certification**

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Alex Zehr Signature: \_\_\_\_\_

Title: Contracting Specialist Date: 5/14/2025