



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000119260 LABOR, EQUIPMENT & MATERIALS NECESSARY TO  
FURNISH & INSTALL NINE MARCO FANS FOR JEFFERSON PARISH  
FLEET.**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
22-Mar-2017 02:10:59 PM

DATE: 3/22/2017  
BID NO.: 50-00119260

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: DREAMEY@jeffparish.net

**BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 4/18/2017 AND PUBLICLY OPENED THEREAFTER.**

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212 (B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212 (B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

**3,4,5,6,8,10,11,13,15**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached "insurance requirements" sheet. All bidders must comply with the instructions in this sheet. Failure to comply will cause bid to be rejected.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

2525 Quail Drive, Baton Rouge, 70808 (225) 765-2301 

## Louisiana State Licensing Board for Contractors



### Contractor Information

**Business Name** SURGE ELECTRIC, LLC  
**Mailing Address** 503 Hwy 63  
Clinton, LA 70722  
**Phone Number** (225) 278-1976  
**Fax Number** 2  
**Email Address** rogerhornsby@yahoo.com

### Active Licenses

**License Number** 63307  
**Type** Commercial License  
**Status** LICENSED  
**Effective** 05/12/2016  
**Expiration** 05/12/2017  
**First Issued** 05/12/2016

### Classifications

Class	Qualifying Party	Parishes
BUSINESS AND LAW	Roger Brian Hornsby	ALL
ELECTRICAL WORK (STATEWIDE)	Roger Brian Hornsby	ALL

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 3 N/A

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

3 weeks after PO

**LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)**

# 63307

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Surge Electric LLC

ADDRESS: 2052 Dallas Dr.

CITY, STATE: Baton Rouge, LA ZIP: 70806

TELEPHONE: (225) 939-5253 FAX: (225) 927-7839

EMAIL ADDRESS: jc@vector sales inc.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 74,300 -

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: President.

Jason Hornsby  
Printed Name  
Jason Hornsby

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

**NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.**

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00119260

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR, EQUIPMENT &amp; MATERIALS TO FURNISH &amp; INSTALL NINE MARCO FANS FOR JEFFERSON PARISH FLEET.</p> <p>0001 MACRO AIR FANS                      NINE (9) FORWARD/REVERSE VARIABLE SPEED CLEARCOAT ANODIZED PATENTED AIRFOIL BLADES WITH CENTRIFUGAL COOLING WASH DOWN DUTY RATED, ON BOARD AIR BRAIN ADAPTS TO INPUT VOLTAGES AND OPTIMIZES MOTOR CONTROL                      DIGITAL WALL CONTROLLER WITH FAULT CODE ACCESS, SAFETY CABLES, UNIVERSAL MOUNT WITH GUY WIRES                      BLADE RETAINER LINKS, LOW VOLTAGE 208-277 V +/-5% SINGLE OF THREE PHASE 24' DIAMETER, 2.1 HP, UNIVERSAL MOUNT: I-BEAM HARDWARE KIT, 6 BLADE FAN, 346,000 CFM                      ONE (1) FREIGHT FOR MATERIAL TO ZIP CODE 70121                      NINE (9) INSTALLATION OF THE MATERIAL DESCRIBED ABOVE, ELECTRICAL DISCONNECT PROVIDED                      PRICE INCLUDES MECHANICAL AND ELECTRICAL INSTALLATION                      ONE (1) LIFT EQUIPMENT FOR INSTALLATION                      CUSTOMER TO PROVIDE TAX EXEMPTION FORM</p> <p>TO BE INSTALLED AT:                      4901 JEFFERSON HWY., SUITE A                      JEFFERSON, LA 70121</p> <p>SAFETY MUST MEET OR EXCEED ALL FEDERAL AND STATE STANDARD.</p>	74,300-	74,300-

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Surge Electric, LLC  
INCORPORATED, DULY NOTICED AND HELD ON 4/4/17,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT John Cullen, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

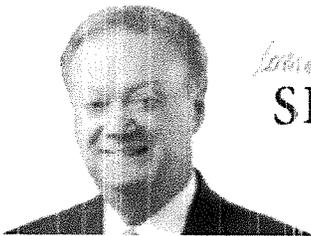
I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

4/5/17  
\_\_\_\_\_  
DATE

(<http://www.sos.la.gov/Pages/default.aspx>)

(<http://www.sos.la.gov/Pages/default.aspx>)



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**SECRETARY  
 OF STATE**  
 TOM SCHEDLER

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Name	Type	City	Status
SURGE ELECTRIC, LLC	Limited Liability Company	BATON ROUGE	Active

**Previous Names**

**Business:** SURGE ELECTRIC, LLC  
**Charter Number:** 42021505K  
**Registration Date:** 9/24/2015

**Domicile Address**

2052 DALLAS DRIVE  
 BATON ROUGE, LA 70806

**Mailing Address**

2052 DALLAS DRIVE  
 BATON ROUGE, LA 70806

**Status**

**Status:** Active  
**Annual Report Status:** In Good Standing  
**File Date:** 9/24/2015  
**Last Report Filed:** 9/12/2016  
**Type:** Limited Liability Company

**Registered Agent(s)**

<b>Agent:</b>	JASON HORNSBY
<b>Address 1:</b>	500 HIGHWAY 63
<b>Address 2:</b>	BLDG HOUSE
<b>City, State, Zip:</b>	CLINTON, LA 70722
<b>Appointment Date:</b>	9/24/2015

**Officer(s)**

Additional Officers: No

<b>Officer:</b>	JASON HORNSBY
<b>Title:</b>	Manager
<b>Address 1:</b>	500 HWY 63
<b>Address 2:</b>	BLDG HOUSE
<b>City, State, Zip:</b>	CLINTON, LA 707225704

GET HELP

**Amendments on File (1)**

Description	Date
Domestic LLC Agent/Domicile Change	2/14/2017

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GET HELP

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared: Jason  
Hornsby, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized President of Surge Electric, LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-119260, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

Choice A  Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B  there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A**  Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

**Choice B**  There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*

Print

Notary Search - Detail

**Name:** MS. VIRGINIA W. HORNSBY  
**Address:** P.O. BOX 66422  
BATON ROUGE, LA 70896  
**Phone:** (225) 278-1900  
**Notary ID Number:** 55617  
**Parish:** EAST BATON ROUGE with authority in the following parishes:  
ASCENSION, EAST FELICIANA, IBERVILLE, LIVINGSTON, POINTE COUPEE, WEST BATON ROUGE, WEST FELICIANA  
**Agency:** N/A  
**Notary Type:** Non Attorney  
**Status:** Active  
**Commission Date:** 10/21/1997  
**Oath Date:** 10/10/1997  
**Surety Expiration Date:** 09/25/2018  
**Annual Report Current:** Yes

[Back to Search Results](#)

[New Search](#)

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Jason C. Hornsby  
Signature of Affiant

Jason C. Hornsby  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 5th DAY OF April, 2017.

Virginia Hornsby  
Notary Public

Virginia Hornsby  
Printed Name of Notary

55617  
Notary/Bar Roll Number

My commission expires at death











The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Surge Electric, LLC

of 2052 Dallas Drive, Baton Rouge, LA 70806

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Jefferson Parish Government

of P.O. Box 9, Gretna, LA 70053

(hereinafter called the Obligee) in the penal sum of Five percent of total amount bid

Dollars 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated April 18, 2017 for Bid Number 50-119260; Labor, equipment & materials necessary to furnish & install nine macro fans for Jefferson Parish Fleet.

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: March 28, 2017

Surge Electric, LLC
(Principal)

By: [Signature]
The Ohio Casualty Insurance Company

By: [Signature]
David K. Mahler (Attorney-in-Fact)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7614163

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David F. Druml; David K. Mahler

all of the city of Foster City, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of February, 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Mateo )

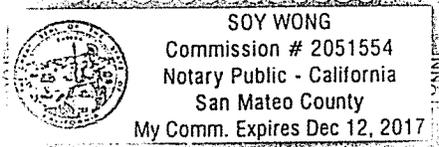
On March 28, 2017 before me, Soy Wong, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared David K. Mahler  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Soy Wong*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

03/22/2017

Quote #10333

PREPARED FOR

PREPARED BY

## Jefferson Parish Dept of Fleet Maintenance

For: Fleet maintenance  
Donna Reamey  
4901 Jefferson Hwy  
Jefferson , LA 70121  
1-504-364-2678  
dreamey@jeffparish.net

John Cullen  
Vector Sales Inc.  
2052 Dallas Dr.  
Baton Rouge, LA 70806  
225-939-5253  
jcullen0977@yahoo.com

Thank you for considering MacroAir, inventors of HVLS Fan Technology. MacroAir is committed to providing efficient air movement solutions, innovative designs, quality materials and exceptional customer service. Please contact us at 225-939-5253 to place an order or for help with questions.

### Item Summary

Item Name	Quantity	Price/Unit	Total Price
<b>AirVolution-D 780</b>			
[#P780-780H-MA] AVD 780 High Voltage Power Unit - 380-600V +/-5% Three Phase, 50/60 Hz	9	\$300.00	\$2,700.00
[#60-10024-00] 24 FT AirVolution-D 780 Fan Blades	9	\$5,600.00	\$50,400.00

### Additional Options

PerformanceBond	1	\$5,000.00	\$5,000.00
-----------------	---	------------	------------

<b>Items Subtotal</b>			<b>\$58,100.00</b>
Estimated Freight			\$0.00
<b>Total Cost</b>			<b>\$58,100.00</b>
Tax (0%)			\$0.00
Installation			\$16,200.00
<b>Grand Total Cost</b>			<b>\$74,300.00</b>

### Installation

Turn Key Installation - Certified Installer to mount and connect fan.

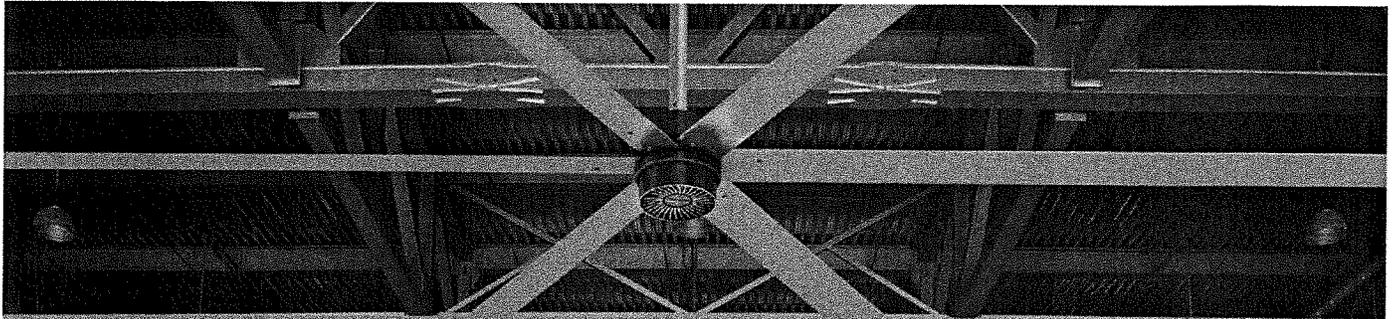
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SIGNATURE

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DATE

# AIRVOLUTION-D 780

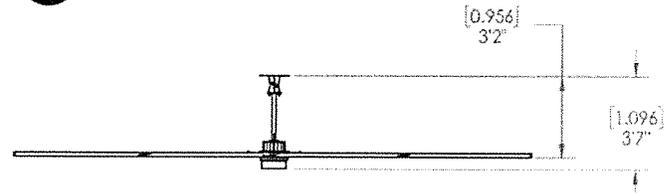


## STANDARD FEATURES

- Clearcoat anodized patented airfoil blades with centrifugal cooling
- Forward, reverse, variable speed
- Wash Down Duty rated, IP65 for indoor and outdoor use
- On-board AirBrain adapts to input voltages and optimizes motor control
- Integrates with building automation systems
- Digital wall controller with fault code access
- 50,000-hour warranty
- Safety components: safety cable, universal mount with guy wires, blade retainer links



ILLUSTRATION SHOWN WITH STANDARD DROP LENGTH



## VOLTAGE

Item #	Voltage Options	Single Phase, Qty	Three Phase, Qty
P780-780L-MA	AVD 780 Low Voltage - 208-277V +/-5%, 50/60 Hz		
P780-780H-MA	AVD 780 High Voltage - 380-600V +/-5%, 50/60 Hz	--	

## DIAMETERS

Item #	Diameter	Industrial Spacing	Qty
60-10020-00	20 ft / 6.10 m	105 ft [32 m]	
60-10024-00	24 ft / 7.32 m	115 ft [35.1 m]	

## MOUNTING

Item #	Mount Options	Qty
60-50103-00	AVD Universal Mount: I-beam Hardware Kit <b>(Standard)</b>	
60-50109-00	Rapid Mount Industrial: I-beam Hardware Kit	
60-40041-00	Glulam Hardware Kit	

## ADDITIONAL OPTIONS

Item #	Description	Qty
10-60200-00	AVD Fuse Disconnect Switch	
10-40195-00	Noise Dampener	
60-41001-00	AVD 550/780 Light Kit, Digital Remote	
60-41002-00	AVD 550/780/AVD3 Light Kit, Building Circuit	
30-04003-00	MacroAir Network Controller 6	
30-10003-00	MacroAir Network Controller 30	
30-10010-00	AirLynk - BacNet	
30-10011-00	AirLynk - LonWorks	
10-80632-00	Repeater	

# AIRVOLUTION-D 780

## BASIC SPECIFICATIONS

AIRFOIL DIAMETER	20ft	24ft
Airfoil Style	7.375" Extruded Anodized Aluminum Airfoil	
Number of Airfoils	6	
<b>PERFORMANCE</b>		
Max Speed	75 RPM	64 RPM
Recommended Industry Spacing*	105 ft [32 m]	115 ft [35.1 m]
Max Affected Area**	20,000 ft <sup>2</sup> [1,858 m <sup>2</sup> ]	22,000 ft <sup>2</sup> [2,044 m <sup>2</sup> ]
Sound Level dBA at Max Speed***	57	56
<b>WEIGHT</b>		
Hanging Weight	214 lbs [97.1 kg]	239 lbs [108.4 kg]
<b>MOTOR AND DRIVE TRAIN</b>		
Motor Type	Gearless Direct Drive	
Equivalent Horsepower Rating	2.1 HP	
Max Operating Temp	140°F [60°C]	
<b>MAX AMP DRAW / RECOMMENDED FUSE</b>		
208-240 VAC Single Phase	12.5A / 15	15.1A / 20
277 VAC Single Phase	9.4A / 10	11.3A / 15
208-240 VAC Three Phase	6.8A / 10	8.2A / 10
380 VAC Three Phase	3.7A / 5	4.5A / 5
480 VAC Three Phase	2.9A / 5	3.5A / 5
600 VAC Three Phase	2.3A / 5	2.8A / 5
<b>POWER AND CONTROLS</b>		
Power Source High	Three Phase [380-600] VAC +/-5%, 50/60 Hz	
Power Source Low	Single Phase or Three Phase [208-277] VAC +/-5%, 50/60 Hz	
Control Options	Digital Touchpad, MacroAir Controller 6 and 30, AirLynk - BacNet / LonWorks	
<b>INSTALLATION</b>		
Mounting Hardware	Universal Mount	
Drop Length	In addition to the standard drop length supplied, optional drop lengths are available in 1in increments; guy wires required with Universal Mount; with Rapid Mount guy wires are optional	
<b>RATINGS AND COMPLIANCE</b>		
Fire and Sprinkler	NFPA Compliant	
Wash Down Duty Rating	IP65	
Certifications	UL 507, CE	

\*Delivers 2.8-4.2 ft/s [0.86-1.27 m/s] of average air speed in the occupied space. This relates to perceived cooling or set point change of 4.9-6.1 F [2.7-4.3 C]. Consult our online AirViz tool for more detail

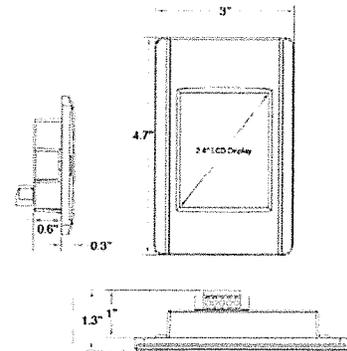
\*\*Delivers 2.7-3.8 ft/s [0.82-1.16 m/s] of average air speed in the occupied space. This relates to a perceived cooling or set point change of 4.8-5.8 F [2.6-3.2 C]. Consult our online AirViz tool for more details.

\*\*\*Sound testing taken with the sensor 5 ft above the ground and 20 ft from the center of the fan at 20 ft high.

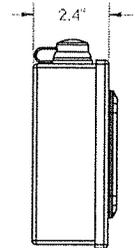
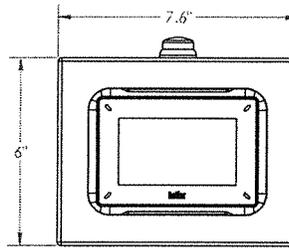
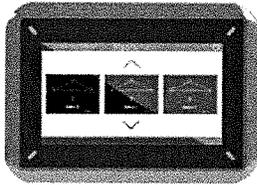
# AIRVOLUTION-D 780

## CONTROL OPTIONS

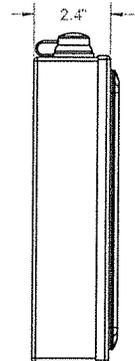
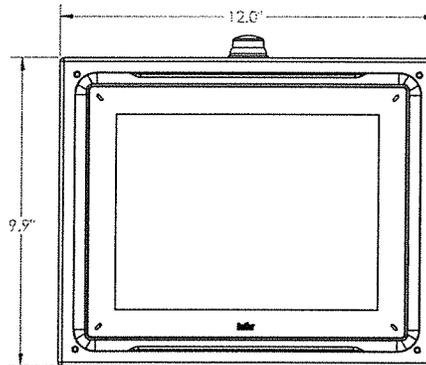
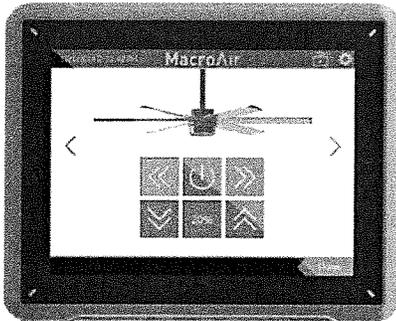
### Digital Touchpad Controller



### MacroAirController 6



### MacroAirController 30



## PROJECT

### Project Information

Job Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Distributor \_\_\_\_\_

Quantity \_\_\_\_\_

### Certified By

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Date \_\_\_\_\_

# WARRANTY INFORMATION

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## AIRVOLUTION<sup>D</sup>/AIRVOLUTION<sup>D3</sup>

### **50,000-Hour Non-Prorated Warranty / 3-Year Warranty Labor (standard for AirVolution-D and AirVolution-D3 and only comes with digital touchpad remote)**

#### **What does the 50,000 hour warranty cover?**

This warranty covers any part or component of the AirVolution-D shipped by MacroAir that is found to contain a manufacturing defect. MacroAir will repair or replace such part, component, or the entire fan free of charge.

#### **How Long Does the Coverage Last?**

This warranty covers the entire AirVolution-D fan and all its component parts for 50,000 hours of running time.

#### **Do I Need to Pay Shipping, Removal and Re-Installation Costs?**

You do NOT need to pay shipping, removal and installation costs if your AirVolution-D needs to be repaired or replaced due to a manufacturing defect within three years of the original purchase, and you will be reimbursed for those costs, upon approval of such costs by MacroAir. After three years, this warranty is still in full effect for the remainder of the 50,000 hours, but it just does not cover your cost to ship the fan to MacroAir, or removal or re-installation of the fan.

#### **What is NOT covered under this warranty?**

This warranty will not cover repairs or replacements caused by installation, operation or storage of the fan that is outside the specifications and limitations contained in the AirVolution-D installation and operation instructions.

#### **Reduced 12-Year Prorated Warranty (only available as a deduct for AirVolution-D3)**

Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

**Limitation Of Liability:** The remedies of the End-User set forth herein are exclusive and are the sole remedies for any failure of MacroAir to comply with its obligations hereunder. In no event shall MacroAir be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, cost of capital, claims of customers of the End-User or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of MacroAir hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based. MacroAir shall not be responsible for failure to provide service or parts due to causes beyond MacroAir's reasonable control.

**End-User's Obligations:** In order to receive the benefits of this Warranty, the End-User must use the Product in a normal way; follow the Product's Installation and Owners Manuals; and protect against further damage to the Product if there is a covered defect.

**Other Limitations:** MacroAir's obligations under this Warranty are expressly conditioned upon receipt by MacroAir of all payments due to it (including interest charges, if any). During such time as MacroAir has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, MacroAir shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**Costs Not Related To Warranty:** The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of MacroAir representatives outside the terms of this Warranty will be borne by the End-User.

**Obtaining Warranty Service:** Call MacroAir Technologies Inc., Customer Service Department at 909.890.2270. MacroAir will not accept any product for return, credit or exchange unless expressly authorized by MacroAir in writing and delivered FOB MacroAir factory with proper Return Authorization Number attached to the product.

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
Surge Electric LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
2052 Dallas Dr

City, state, and ZIP code  
Baton Rouge, LA 70806

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**  
 437-67-8272

**Employer identification number**  
 47-5007226

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [Signature] Date ▶ 2/17/17

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.