



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

5000121035 - PURCHASE OF AREA LIGHTS FOR LASALLE TRACK
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

15-Sep-2017 01:13:22 PM



Bid Number 50-00121035

PURCHASE OF AREA LIGHTS FOR LASALLE TRACK

BID DUE: SEPTEMBER 25, 2017 AT 11:00 AM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

Physical Address →

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053**

**Buyer Name: Misty A. Camardelle
Buyer Email: mcamardelle@jeffparish.net
Buyer Phone: 504-364-2683**



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda C. Patel
Director

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

Other Changes Continued:

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms 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, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must produce final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

DATE: 9/14/2017

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00121035

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: MCamardelle@jeffparish.net

Bids will be received until 11:00 AM, 9/25/2017 via online at www.jeffparishbids.net or by hand delivery, USPS mail or other courier service to Purchasing Department, 200 Derbigny Street (General Government Building), Suite 4400, Gretna, LA 70053. 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 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. A copy of these resolutions 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 purchasing.jeffparish.net and clicking on On-line forms.

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.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. **JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR.** Items bid must meet specifications. **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. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

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**.

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 as appropriate and a written response will be provided as soon as possible.

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

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 alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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.

All formal Addenda require written acknowledgment 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.

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.

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 A117.1-1961).

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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

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

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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(l), 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.

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.

DATE: 9/14/2017

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00121035

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: MCamardelle

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

30 DAYS

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

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:

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

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***

FIRM NAME:

EcoLite International, LLC

SIGNATURE:

(Must be signed here)

TITLE:

Managing Member

PRINT OR TYPE NAME:

John Kelly

ADDRESS:

7910 Wrenwood Blvd Suite B

CITY, STATE:

Baton Rouge, LA

ZIP:

70809

TELEPHONE:

(225) 844-533-7927

FAX:

()

EMAIL ADDRESS:

JohnKelly@EcoLiteLed.com

TOTAL PRICE OF ALL BID ITEMS: \$ 19,740.00

DATE: 9/14/2017

INVITATION TO BID FROM JEFFERSON PARISH - continued

Page: 5

BID NO.: 50-00121035

SEALED BID

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES | UNIT PRICE QUOTED | TOTALS |
|----------------|----------|-----|---|------------------------|---------------------------|
| 1 | 60.00 | EA | <p>PURCHASE OF AREA LIGHTS FOR LASALLE TRACK</p> <p>0010 Clark area light 5000K 100 watt with arm 200-480 volt type III distribution 11500LM with shorting cap MPN number CL-SB-480V-100W-50K-ARM Item number 1405909</p> <p>To be used for LaSalle Track</p> <p><i>Equivalent Fixture Offered: LS-ESB90 SST3 Ledslon Fixture</i></p> | <p><i>\$329.00</i></p> | <p><i>\$19,740.00</i></p> |

ECO-AAL-DEL-90W-01**90W AREA LIGHT**

13000 lm±10%, PHILIPS 3030, UL Driver, 110-277V AC

**GENERAL DESCRIPTION**

The ECO-AAL-DEL-90W-01 area LED luminaire has a beautiful, low profile design intended for outdoor wall mounted applications.

Ideal for replacing 950-1000W metal halide lamps, this series of fixtures has a typical energy savings of 80% over traditional fixtures.

The ECO-AAL-DEL-90W-01 combines the latest in LED technology, including a weather-tight LED driver housing and advanced thermal management, into an attractive, efficient, and high performance package.

The ECO-AAL-DEL-90W-01 provides continuous, bright, high CRI, illumination and is warranted for 50,000 hours or 10 years.

- UL, cUL, & DLC certified
- Philips Lumileds Chip
- high CRI >75
- Input voltage 110-277V AC
- Easy install and operation
- Multiple mounting options
- Tool-less entry
- Soft and Uniform illumination reduces eyestrain
- No UV or IR frequency light
- Instant start, NO flickering, NO humming
- Green and eco-friendly with mercury-free manufacturing.
- Energy saving
- Long lifespan



Technical Data Sheet

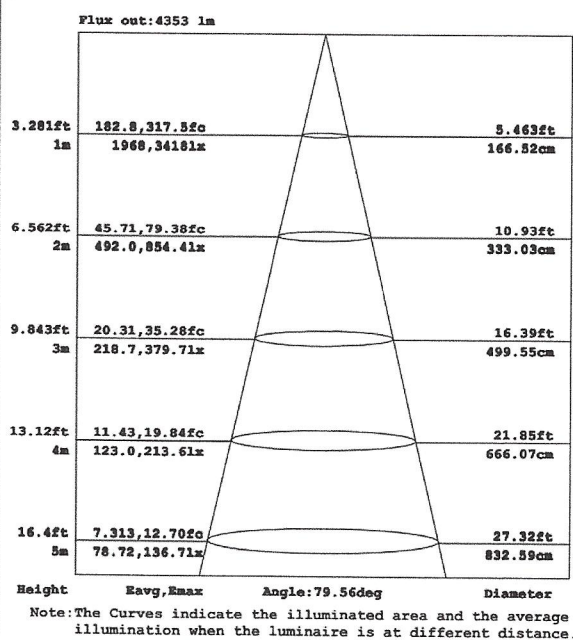
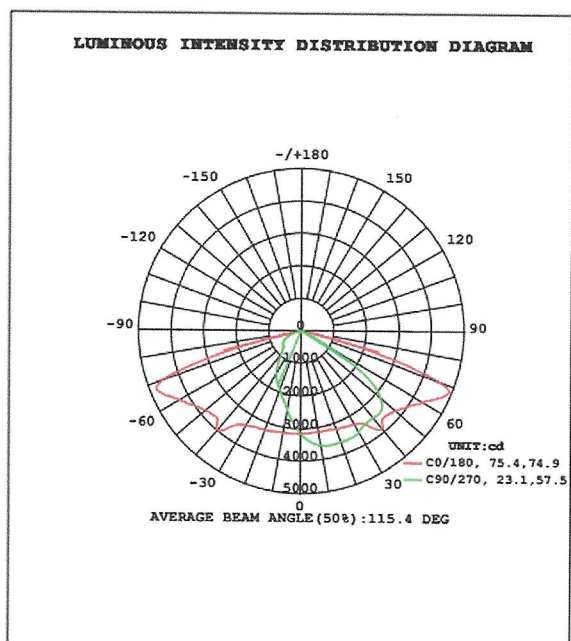
TECHNICAL DETAILS

| | |
|----------------------------|--------------------------|
| Product ID # | ECO-AAL-DEL-90W-01 |
| Rated Power | 90W |
| Input Voltage | 110-277V AC |
| Luminous Flux | 13000 |
| LED Luminous Efficiency | 144 lm/W |
| Operating Temperature | -30°C-60°C |
| Beam Angle | 150°x85° |
| Light Source | PHILIPS 3030 |
| Color Temperature | 5000K |
| Color Rendering Index(CRI) | >75 |
| LED Emitter Life | 100000 hours |
| Warranty | 10 years or 50,000 hours |
| Packaging Dimensions | 570x360x140mm |
| Min. Order Quantity | 1 |
| Carton Quantity | 1 |
| Certifications | UL; cUL; DLC |
| Ingress Protection Rating | IP65 |

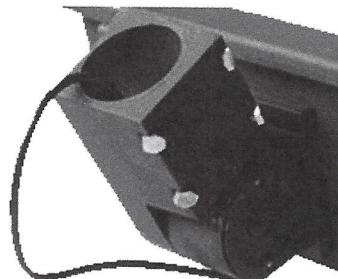
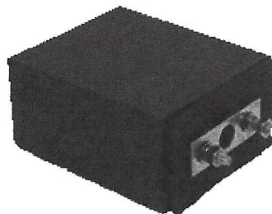
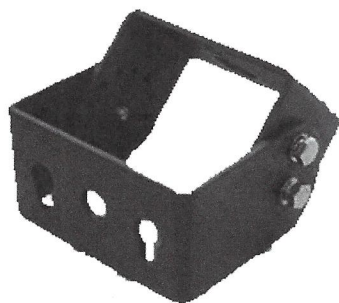
Technical Data Sheet

PHOTOMETRICS

| DATA OF LAMP | | PHOTOMETRIC DATA | | | |
|-------------------|---------|------------------|--------|---------------------|-----------|
| MODEL | | Imax (cd) | 6447 | S/MH (C0/180) | 1.81 |
| NOMINAL POWER (W) | 90 | LOR (%) | 100.0 | S/MH (C90/270) | 0.75 |
| RATED VOLTAGE (V) | 120 | TOTAL FLUX (lm) | 12412 | η UP, DN (C0-180) | 0.1, 67.0 |
| NOMINAL FLUX (lm) | 12411.9 | CIE CLASS | DIRECT | η UP, DN (C180-360) | 0.1, 32.8 |
| LAMPS INSIDE | 1 | η up (%) | 0.2 | CIBSE SHR NOM | 1.50 |
| TEST VOLTAGE (V) | 120.0 | η down (%) | 99.8 | CIBSE SHR MAX | 1.55 |



MOUNTING FIXTURES



EcoLite™ International

10 YEAR / 50,000 HOUR PRODUCT MANUFACTURER WARRANTY

This Warranty Policy is included as part of the Purchase Agreement and is subject to the terms therein. **This warranty policy includes a "Non-Prorated" 100% replacement of any product fixtures, lamps or retrofit kits that are deemed defective during the periods indicated below.**

Term. The respective duties, responsibilities and obligations of the Parties to this Warranty shall commence on the date of installation completion (the "Commencement Date") **and end 10 years or 50,000 hours after such Commencement date. This warranty is also transferable.**

DUTIES AND RESPONSIBILITIES OF ECOLITE Service Management: In the event of a failure, EcoLite agrees to provide comparable or better LED lighting fixture and/or lamps (the "Equipment") according to the Warranty, as covered within the scope of the Purchase Agreement. EcoLite will replace defective Equipment during the **10-year or 50,000-hour period**, after the Commencement Date, if product has a greater than 15% failure of fixture or lamp diodes. EcoLite agrees to pay for shipping of replacement products to any location in the continental U.S. Lead times and actual delivery dates will depend on U.S. & Overseas inventory stock for each product. Labor shall also be included, only if Client has purchased the Bankers Warranty Extended Protection coverage equal to 15% of the product cost.

DUTIES AND RESPONSIBILITIES OF CLIENT: Client will initiate all Equipment replacement by contacting EcoLite at (844) 533-7927.

Installation Requirement: All EcoLite equipment shall be installed by a State licensed electrician in accordance with all codes governing the said facility.



Info@EcoLiteInternational.com

www.EcoLiteLED.com



10 YEAR / 50,000 HOUR PRODUCT MANUFACTURER WARRANTY

EcoLite will not be responsible for cost associated with:

- Any damage resulting from or caused by earthquakes, earth movement, fire, hail, lightning, water, windstorm or similar acts of God.
- Any damages resulting from or caused by aircraft, demolition, motor vehicle, riot, smoke, strike, vandalism or any acts of war or civil insurrection.
- Any damage due to misuse, abuse, improper operation of the Equipment or circuit failure powering the Equipment.
- Any dishonest or fraudulent action by, through, or on behalf of the facility by its agents, its personnel or others.
- Any cost, expense, damage, or loss for which Client receives reimbursement or indemnification from insurance, Warranty or service contracts, and all costs, if any, for the maintaining of Equipment on any maintenance or Warranty contract.
- Any cost and/or repairs associated with movement, relocation, installation or removal of Equipment, unless directly related to Corrective Maintenance and/or Preventive Maintenance of Equipment.
- Any cost and/or repair and/or alterations associated with changes or upgrades required by insurance companies or by Federal, State, Municipal or other authorities; or any "wait time" charged by vendors for time awaiting access to Equipment needing Corrective Maintenance and/or Preventive Maintenance, unless approved by EcoLite.
- Any cost or expense not within the scope of the Warranty or arising from or related to the Client's breach of any representation.

Changes/Additions/Deletions. Additions and deletions of Equipment to the Warranty Program must be mutually agreed upon in writing and signed by both Parties. Additions to any extended warranties, if offered, will be prorated and billed in full.



10 YEAR / 50,000 HOUR PRODUCT MANUFACTURER WARRANTY

DEFINITIONS:

- "Equipment" means only the lamps, tubes and fixtures described in the Purchase Agreement.
- "Improvements," "Overhaul," "Upgrade," "Retrofitting," "Modifying," "Replacement," "Refurbishment," or "Rebuilding" shall collectively include, but shall not be limited to, any and all maintenance, repair, modification, or addition or removal of any parts (whether in one service event or a series of service events) which: (a) are not required in order to make the Equipment functional or operational, even though such may increase, enhance, or improve efficiency, output, or production, or (b) are necessitated by failure to timely perform Preventive Maintenance as recommended by the manufacturer of the Equipment.
- "Corrective Maintenance" means service incidents arising from an Equipment failure, which impairs the normal operation of the Equipment, provided that any such need arises from electrical or mechanical failure. Corrective Maintenance shall include removing obsolete or irreparable equipment from service and installing comparable energy efficient equipment in its place.
- "Sub-contracted Service or Subcontractor" means any outside subcontracted service that the company may use in the performance of this WARRANTY. **No Liability for Consequential Damages.** To the maximum extent permitted by applicable law, in no event shall EcoLite be liable for any damages whatsoever including, but not limited to, special, incidental, consequential or indirect damages for personal injury, loss of business profits, business interruption, loss of business information or any other pecuniary loss arising out of the services provided by EcoLite or any Subcontractor. In any case, EcoLite's entire liability under any provision of this WARRANTY shall be limited to the actual cost of the initial repairs or parts to the Equipment.

Indemnification. Client assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or arising out of or incidental to the performance of this WARRANTY by Client, its agents and employees, and its subcontractors, their agents and employees unless any of these particular incidences are caused by EcoLite. Client agrees to indemnify and hold harmless EcoLite and its representatives, and the employees, agents, invitees, and licensees thereof in respect of any such matters and agrees to defend any claim or suit or action brought against EcoLite, EcoLite's representatives and employees, agents, invitees and licensees thereof unless any of the claims or actions referenced above are caused directly by ECOLITE INTERNATIONAL, LLC

EcoLite International, LLC

7910 Wrenwood Blvd Suite B

Baton Rouge, LA 70809

www.EcoLiteLED.com