

DATE: 7/29/2021

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00135470

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: BBELLOW

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	<u>45 DAYS</u>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>N/A</u>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>N/A</u>

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 by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N

NUMBER: _____

NUMBER: _____

NUMBER: A

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 33486

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: <u>TRANE CO USA</u>	
SIGNATURE: <u>M. D. Barbot</u> <small>(Must be signed here)</small>	TITLE: <u>EBS</u>
PRINT OR TYPE NAME: <u>Michael D. Barbot</u>	
ADDRESS: <u>4013 N I-10 SERVICE RD W</u>	
CITY STATE: <u>Metairie LA.</u>	ZIP: <u>70002</u>
TELEPHONE: <u>504 (733-6789</u>	FAX: <u>() 1-866-542-0637</u>
EMAIL ADDRESS: <u>MBarbot@trane.com</u>	

TOTAL PRICE OF ALL BID ITEMS: \$ 17,640.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00135470

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	UNIT	<p>ONE TIME PURCHASE OF A TRANE HEAT PUMP FOR JEFFERSON PARISH GENERAL SERVICES</p> <p>0010 - PROVIDE ALL MATERIALS, DELIVERY, SHIPPING CHARGES, AND ALL OTHER INCIDENTALS NECESSARY TO PROVIDE ONE (1) NEW TRANE MODEL TUHYP0724AN40AN MITSUBISHI SIX TON HEAT PUMP SYSTEM AND THREE (3) NEW TRANE TPLFYP024EM140B MITSUBISHI 4-WAY CEILING CASSETTE(S)</p> <p>*** SEE ATTACHED SPECIFICATIONS ***</p> <p>THIS NEW HVAC UNIT WILL BE USED FOR THE NEW EMPLOYEE ENTRANCE AND THE SECURITY OFFICE AT THE GENERAL GOVERNMENT BLDG.</p> <p>DELIVER TO: J.P. GENERAL SERVICES</p> <p>960 1ST STREET GRETNA, LA 70053 (504)364-3462</p>	<p>\$17,640.00</p>	<p>\$17,640.00</p>



GULF SOUTH TRANE

New Orleans
4013 I-10 Service Road W
Metairie, LA 70002
504.733.6789

August 2, 2021

Jefferson Parish
Department of General Services
960 First Street
Gretna Louisiana 70053

Re: Bid Number 50-00135470
Bid Date August 3rd, 2021

The attached Bid Number 50-00135470 includes Equipment Warranties One Year Parts, Five Year Labor and Seven Year Compressor. Once certified under the Diamond Warranty Program, Warranties will be increase to Five Year Parts and Ten-Year Compressor (see the attached document).

Sincerely

A blue ink handwritten signature, appearing to read "Michael D Barbot", with a long horizontal stroke extending to the right.

Michael D Barbot
Gulf South Trane
Trane USA



State Licensing Board for Contractors

This is to Certify that: TRANE U.S. INC.
4013 N I-10 Service Rd W
Metairie, LA 70002

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (STATEWIDE); MECHANICAL WORK (STATEWIDE)



Witness our hand and seal of the Board dated,
Baton Rouge, LA 17th day of April 2021

Mark B. M... ..
Director

Lee Mallett
Chairman

Andre D... ..
Treasurer

Expiration Date: April 16, 2024

License No: 33486

This License Is Not Transferrable

LIMITED WARRANTY STATEMENT

Mitsubishi Electric S-Series Split-ductless Air-conditioner and Heat Pump Systems

Subject to the terms and conditions of this Limited Warranty Statement (the "Limited Warranty"), MITSUBISHI ELECTRIC TRANE HVAC US LLC ("METUS") warrants to the original purchaser of this S-Series system (as used herein "System" shall mean S-Series outdoor and indoor components connected via refrigerant piping and electrical wiring) purchased on or after **May 1, 2019**, from a licensed HVAC contractor and installed by such contractor in the continental United States, Alaska and Hawaii, that:

- A. The parts are warranted to the original owner for a period of one (1) year from the date of installation by a licensed contractor.** If it should prove defective due to improper workmanship and/or material for a period of one (1) year from the date of installation, METUS will provide a replacement for any defective part without charge for the part. Replacement parts are warranted for the remainder of the original 1-year warranty period. Parts used for replacement may be of like kind and quality and may be remanufactured. Defective parts must be made available to METUS in exchange for the replacement part and become the property of METUS.
- B. The compressor is warranted to the original owner for a period of seven (7) years from the date of installation by a licensed contractor.** If the compressor should prove defective due to improper workmanship and/or material for a period of seven (7) years from the date of installation, METUS will replace the defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of the original 7-year warranty period. Compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective compressors must be made available to METUS in exchange for the replacement compressor and become the property of METUS.
- C. Notwithstanding the foregoing, the parts and compressor will be warranted for a period of ten (10) years to the original owner if: (1) the System is designed by a Diamond Designer using Diamond System Builder™ (2) the installing contractor has successfully completed the PUMY or CITY MULTI® METUS-approved training course, and (3) the contractor has timely submitted a completed and approved Diamond System Builder™ file per the METUS S-Series Extended Warranty Process.** Specifically, if any parts and/or the compressor should prove defective due to improper workmanship and/or material for a period of ten (10) years from the date of installation, METUS will replace any defective parts or compressor without charge for the part or compressor. The replacement parts and/or compressor are warranted for the remainder of the original 10-year warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressors must be made available to METUS in exchange for the replacement parts and become the property of METUS.
- D. Notwithstanding the foregoing, the parts and compressor will be warranted for a period of twelve (12) years to the original owner for installation in a residential single-family home if: (1) the System is installed by a DIAMOND CONTRACTOR (2) the System is designed by a Diamond Designer using Diamond System Builder™ (3) the installing contractor has successfully completed the PUMY or CITY MULTI® METUS-approved training course, and (4) the contractor has timely submitted a completed and approved METUS S-Series Extended Warranty Process.** Specifically, if any parts and/or the compressor should prove defective due to improper workmanship and/or material for a period of twelve (12) years from the date of installation, METUS will replace any defective parts or compressor without charge for the part or compressor. The replacement parts and/or compressor are warranted for the remainder of the original 12-year warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressors must be made available to METUS in exchange for the replacement parts and become the property of METUS.
- E. NO LABOR.** This Limited Warranty does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electrical codes, shipping or handling of defective or replacement S-Series product, compressor or parts. The owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting, or dismantling the System and any parts (such as filters) in connection with owner-required maintenance, including but not limited to cleaning and/or replacing air filters, for each indoor

unit of the System, and the Limited Warranty does not cover labor or other costs associated with such owner- required maintenance. Please refer to the associated indoor unit's Operation Manual for air filter cleaning procedures.

- F. PROPER INSTALLATION; PROOF OF PURCHASE.** This Limited Warranty applies only to Systems that are installed by licensed HVAC contractors who have completed any required METUS training classes and who install the Systems in accordance with (i) all applicable building codes and permits; (ii) METUS installation and operation instructions; and (iii) good trade practices. METUS may require satisfactory proof of purchase, installation and start-up of the System as a condition to providing replacement parts under this Limited Warranty.

BEFORE REQUESTING SERVICE, please review the Installation, Technical Service, and Operation Manuals to insure proper installation and correct customer control adjustment for the S-Series System.

1) TO OBTAIN WARRANTY PARTS SERVICE:

- a. Contact the licensed HVAC Contractor who installed the S-Series system (PUMY model outdoor unit, CITY MULTI indoor units, and CITY MULTI Controllers) or another licensed HVAC contractor or servicer, or an authorized S-Series or CITY MULTI Distributor (whose name and address may be obtained by referencing our website at www.mehvac.com) within the applicable warranty time period.
 - b. Proof of installation date is required when requesting warranty service. Present your sales receipt or other document which establishes proof and date of installation. In the absence of acceptable proof, the effective warranty date shall be considered 120 days after the date of manufacture stamped on the S-Series product.
 - c. This Limited Warranty applies only to Systems purchased on or after **May 1, 2019**, only while the S-Series system (PUMY model outdoor unit, CITY MULTI indoor units, and CITY MULTI Controllers) remains at the site of the original installation, and only to locations within the continental United States, Alaska and Hawaii.
- 2) THIS LIMITED WARRANTY DOES NOT COVER:** property damages, malfunction or failure of the System, or personal injury caused by or resulting from: (a) accident, abuse, negligence or misuse (b) operating the System in a corrosive or wet environment, including those containing chlorine, fluorine or any other hazardous or harmful chemicals or environmental factors, including sea- or salt-water; (c) installation, alteration, repair or service by anyone other than a licensed contractor or other than pursuant to the manufacturer's instructions; (d) improper matching of System components; (e) improper sizing of the System; (f) improper or deferred maintenance contrary to the manufacturer's instructions; (g) physical abuse to or misuse of the System (including failure to perform any maintenance as described in the Operation manual such as air filter cleaning, or any System damaged by excessive physical or electrical stress; (h) Systems that have had a serial number or any part thereof altered, defaced or removed; (i) System used in any manner contrary to the Operation Manual; (j) freight damage; or (k) events of force majeure or damage caused by other external factors such as lightning, power surges, fluctuations in or interruptions of electrical power, rodents, vermin, insects, or other animal- or pest-related issues..
- 3) THIS LIMITED WARRANTY ALSO EXCLUDES:** (a) SERVICE CALLS WHERE NO DEFECT IN THE SYSTEM COVERED UNDER THIS WARRANTY IS FOUND; (b) System installation or set-ups; (c) Adjustments of user controls; (d) Systems purchased or installed outside the continental United States, Alaska and Hawaii; or (e) Systems purchased or installed prior to **May 1, 2019**. Consult the operating instructions for information regarding user controls.
- 4)** This Limited Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, METUS providing, directly or indirectly, any technical advice, information and/or service to original owner in connection with the System.
- 5) EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, METUS MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SYSTEM. METUS DISCLAIMS AND EXCLUDES ALL WARRANTIES NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR METUS IN CONNECTION WITH THE SYSTEM. METUS DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, THE INSTALLING CONTRACTOR) IN CONNECTION WITH OR RELATED TO THE SYSTEM.**

- 6) **UNDER NO CIRCUMSTANCES SHALL METUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE SYSTEM WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF METUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL METUS LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.**
- 7) **SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.**
- 8) **DISPUTE RESOLUTION.** For any dispute with METUS, you agree to first contact us by phone (800-433-4822) or e-mail (CustomerCare@hvac.me.com) or U.S. Mail at MITSUBISHI ELECTRIC TRANE HVAC US LLC ATTN: Customer Care, 1340 Satellite Blvd., Suwanee, GA 30024, and attempt to resolve the dispute with us informally by providing your name, address, and contact information and describing the nature of the dispute. In the unlikely event that METUS has not been able to resolve a dispute with you within 60 days of your original informal claim (or sooner if, in METUS opinion, a dispute is not likely to be resolved within 60 days), we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Gwinnett County, Georgia. JAMS may be contacted at www.jamsadr.com and will require you to pay an initial filing fee set by JAMS (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by METUS. The arbitration will be conducted in Gwinnett County, Georgia, unless you request an in-person hearing where you live, or if you and METUS agree otherwise. If the arbitrator decides in your favor, the award may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for any expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator makes an award in your favor greater than METUS last written offer, METUS will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or as agreed to by you and METUS. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.
- 9) **All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by METUS. You agree that you and METUS are each waiving the right to a trial by jury or to participate in a class action.**
- 10) **You may opt-out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Warranty by notifying METUS in writing within 30 days of purchase. Such written notification must be sent to MITSUBISHI ELECTRIC TRANE HVAC US LLC ATTN: Legal, 5900-A Katella Avenue, Cypress, CA 90630, and must include (1) your name, (2) your address, (3) your warranted product's serial number, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out.**
- 11) **If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.**
- 12) **This Limited Warranty gives the original owner specific legal rights and the original owner may also have other rights that vary from state to state.**
- 13) **This Limited Warranty is valid only in the continental United States, Alaska and Hawaii, and it is not transferable.**