

Proposal

(Valid for 30 days from Proposal date)

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Prepared For:

Baldwin County Commissions

Date: April 14, 2021

Proposal Number: J5-96778-1

US Communities/OMNIA: USC 15-JLP-023

Job Name:

Baldwin Co Commission Leibert Replacement 1705 Hwy 31

BAY MINETTE, AL 36507

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

This quote is for equipment only to replace the two (2) existing Leibert Units for Baldwin County Commission.

Equipment Quoted: (2) Two STULZ Model # TR-COS-060-AR-U-E 5 Ton Systems

Total Net Price (Excluding Sales Tax)\$ 45,635.00				
Tax Status:	Taxable		IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR	
	Exempt		SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL	
	Exempt	Ш	ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION	
			CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE	
			PROVIDED. SEE <u>WWW.TAXSITES.COM/STATE-LINKS.HTML</u> FOR TAX FORMS.	

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc. dba Trane
Authorized Representative	Submitted By: Brandon Crump
	Cell:
	Office:
Printed Name	
Title	Authorized Representative
Title	Additionized Representative
Purchase Order	
	Title
Acceptance Date	
	Signature Date