



Quote

03/04/2021

RESTAURANT EQUIPMENT & SUPPLY CO.

Suppliers, Designers, and Consultants to the Foodservice Industry

WWW.ECONOMYRESTAURANTEQUIP.COM



To:

Paso Robles Joint Unified School
District
Joseph K. Vaughn, M. Ed
800 Niblick Rd
Paso Robles, CA 93446
8805-769-1133 25003 (Contact)
jkvaughn@pasoschools.org

Project:

Paso Robles Joint Unified School
District
800 Niblick Rd
Paso Robles, CA 93446

From:

Economy Restaurant Equipment &
Supply
Pam Chereskin
1111 Grand Avenue
San Marcos, CA 92078-2603
(760)471-2761
760-471-2761 (Contact)
pam@economyrestaurantequip.co
m

Project Code: PC181364

Job Reference Number: pc20146

Item	Qty	Description	Sell	Sell Total
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1	1 ea	WRAPPER / SEALER	\$110,790.40	\$110,790.40
		AmeriPak Model No. H150M		
		a. 7.5 ft. long dual pitch platform chain infeed conveyor, offering .5 ft. of clear feeding space.		
		b. Two column mounted self-centering parent rolls with a 20" roll width capacity.		
		c. Variable speed 1 HP AC drive motor.		
		d. Three sets of driven fin wheels, the first set for pulling, second for sealing and third set for pulling and fin turning.		
		e. Driven 24" long discharge conveyor.		
		f. One-up 10" wide end crimper with a 3/8" seal surface and a bias-cut knife and anvil.		
		g. Electronic touch-screen machine control panel. Controls machine speed, temperature controls and package length for up to 15 products.		
		h. One adjustable forming box.		
		i. EZ set crimper phasing to allow positioning of the end crimper between products		
		j. Overload clutch on the end crimpers.		
		k. Machine is finished with Gray powder coat.		
		l. Casters for portability		
		m. Includes 2 days of onsite set up and training by a factory trained technician.		
		n. Film perforating roller assembly.		
		o. Relieved upper crimper shaft offering 4" of product clearance for taller products.		
		p. AmeriPak patented roller rider conveyor to assist top heavy and short product through the crimper end seal area.		
		Tray 8.5" X 6.5" X 1"		
		Quoted per RFI Spec.		
		No buy Back offered		
		Training and Set up included in quote		
		By Ameripak		
		ITEM TOTAL:	\$110,790.40	

2	1 ea	REMOVAL	\$1,500.00	\$1,500.00
		AmeriPak Model No. REMOVAL		
		Remove existing wrapping unit for disposal		

ITEM TOTAL: \$1,500.00

Merchandise	\$112,290.40
Freight	\$3,800.00
Tax 7.75%	\$8,586.26
Total	\$124,676.66

NET 30 TERMS OF PAYMENT: Strictly for Customers with Terms who are current on any payments due and who have not exceeded their assigned credit limit - all other customers refer to the 50% deposit paragraph.

Authorized signature confirms acceptance of this sales order, and all items listed not in stock are to be ordered/procured by Economy via Purchase Orders placed to the respective supplier. 100% payment for the final invoice shall be due upon 30 days of receipt of invoice. Title of all merchandise shall remain property of Economy Restaurant Equipment & Supply until the full amount of invoice is paid. NET 30 terms subject to Economy approval. Sales tax is based upon the tax district into which goods are delivered. The quoted tax may be adjusted depending on the tax rate for the delivery location or the pick-up site. Refer to Terms & Condition of Sale for Late Fee(s) information. Acceptable forms of payment include: CASH, BUSINESS CHECK, CASHIER'S CHECK, CREDIT CARD, (Amex is subject to 3% fee; Visa, MC and Discover are subject to 2% fee). WIRE TRANSFER accepted upon approval.

CUSTOM ITEMS, FABRICATED ITEMS, SPECIAL ORDER ITEMS:

All items that require custom fabrication in total or in part, including custom configurations, additions, special orders, items that require sign-offs or waivers, or any other non-stock, non-catalog considerations will not be returnable, exchangeable, or refundable. All sales under this category should be considered final. The customer is wholly responsible for verifying all dimensions, specifications, finishes, electrical and plumbing configurations unless explicitly provided by Economy in signed customer contract.

RETURN POLICY:

No returns allowed on this purchase or returns subject to approval and restocking fee of at minimum 25%. Order cancellations require Economy Restaurant Equipment & Supply's pre-authorization and are subject to a 25% cancellation charge. No refunds shall be issued, only exchanges or store credit. All warranties are Manufacturer's warranties; Economy Restaurant Equipment & Supply shall not be liable for any merchandise defects, spoilage of products, loss of sales, or consequential damages.

EXCLUSIONS:

All final connections (without exclusion) including plumbing connections (gas and/or water), electrical connections (high and or low voltage), general construction, carpentry, duct shafts, all exhaust systems quoted (ducts, fire wrap, blowers/make up air motors, lifts and or cranes are **budgetary quotes ONLY** until verification via job walk and are subject to price increases based upon job site conditions). Chases for electrical, plumbing, or line sets, installation of walk-in light fixtures, wiring of heat defrost strips or condensate drain lines in walk-in coolers/freezers/refrigerated chef counters are also by others. Plumbing contractor to be responsible for all gas hoses and restraining cable installation/connection. All loose electrical/plumbing fixtures such as lights, and or faucets in contract will be provided by Economy for installation by others. Building and or rooftop penetrations, rooftop curbs, roofing repairs, plans or drawings, permits, scheduling of inspections, and or air balance reports are to be supplied by others unless otherwise specified in this quote as a line item with pricing or indicated at no charge.

All connections (rough-in and or final) and installations of any and all electrical or plumbing (high and/or low voltage - gas and/or water) requirements are also not included and will not be performed by Economy and need to be performed by other subcontractors not supplied nor paid for by Economy unless added as a line item in the body of the quote.

Any and or all additional access holes for plumbing and or electrical no larger than 2" strictly on equipment that is supplied by Economy not stated directly on the food service equipment schedule and or plans will be provided while installers are still on site or during the punch list corrections on a 1 trip basis. Any and all additional trip requests for drilling of holes or cutting of access panels will be billed at the rate of \$75.00 per hour plus trip charge.

Prices are good for 30 days for equipment shipped within 4 months. Equipment delivery dates beyond 4 months from the

date of this quote may be subject to price increases or storage fees. This bid does not include provision for seismic restraints or prevailing wage installation unless otherwise noted in the bid.

On all projects contracted or private purchases, only the equipment or services listed within this quote are to be furnished/included by Economy/ERES. All listed items without a cost/price (unless noted otherwise), marked as optional or alternate, not bid on or marked (i.e. NIC, NIKEC, by others, by Vendor, by Owner, by G.C. but not restricted to these examples) will not be provided nor paid for by ERES without exception until/unless a change order is specified in writing and signed by both parties. Signing or acceptance of this quote **can NOT be superseded** by any other signed contracts until/unless a change has been done on this quote or a signed change order submitted, regardless of contracts received after the date of this quote. All contracts must include a copy of this quote attached.

This quote is based on Food Service equipment schedules and or Food Service Kitchen drawings available at the time this quote was prepared. Economy is not held responsible for costs nor will we supply any and or all equipment or services not located on these pages (for example but not limited to: a floor trough shown only on the plumbing schedule or a line item/note on the electrical pages not shown on the Food Service equipment schedules and or Food Service Kitchen drawings).

TERMS AND CONDITIONS OF SALE:

1. **Payment and Late Charges:** Seller acknowledges receipt of that portion of the purchase price indicated on the face hereof. If the balance of the purchase price is not paid within ten (10) days after the due date, Buyer agrees to pay Seller late charges equal to two percent (2%) of the amount of such delinquent payment, or any portion hereof, such charges to accrue and be payable on a monthly basis as of the same day of the month as the due date for each and every calendar month for which full payment, together with the accrued late charges, is delinquent.
2. **Telephone Orders:** In the event the Property is sold to Buyer, as a result of a telephone order or under other circumstances where Buyer is not available to execute this agreement at the time the order is placed, Buyer agrees, in any event, to be bound by the terms and conditions of sale set forth hereon.
3. **Delivery and Irrevocability:** Delivery includes assembly and set in place only; carpentry, electrical, plumbing, any/and all work of other trades, utility connections and services are not included. Seller is not responsible for removal of structural items (doors, walls, studs, framing, soffits, flooring etc.) necessary for delivery of equipment. Delays of waiting time will be billed at \$95.00 per hour. Seller shall deliver or cause to be delivered to Buyer at the earliest available delivery date all the Property, delivery to be made at the location designated by Buyer. Buyer acknowledges that Seller may not have on hand in Seller's open stock all of the items purchased by Buyer, and Seller will be relying on Buyer's agreement to purchase such items as a basis for Seller to enter into binding agreements with others for the delivery of such items and, in the case of those items which must be specially made for Buyer, the design and manufacturing costs of such items made by others. Because of Seller's reliance, Buyer hereby agrees that Buyer's obligation to purchase the Property shall be unconditional and irrevocable. There will be a 20% restocking charge payable by Buyer in the event of return of items purchased from Seller's open stock.
4. **Seller's Right to Substitute:** Seller shall have the right to substitute items of Property of comparable quality and workmanship for Property ordered by Buyer, which is not currently in Seller's open stock. The obligation of Seller to sell the Property to Buyer is subject to Seller's inventory on hand in open stock, which items are subject to prior sale, and if Seller is unable to furnish the Property specified. Seller hereby reserves the right to cancel such items and deduct the price thereof from the balance owed by Buyer under this agreement. All orders are subject to approval of Buyer's credit in the event Buyer's credit is not approved by Seller prior to delivery. Buyer agrees to return, at Buyer's expense, all the Property delivered.
5. **Nonconforming Goods:** Buyer shall notify Seller in writing within ten (10) days after delivery of any nonconforming items of Property or any deficiencies or shortages, otherwise the Property shall be deemed accepted by Buyer and all such claims

shall be deemed waived by Buyer. The use by Buyer of any items of Property claimed to be nonconforming or deficient shall constitute acceptance of such items by Buyer. Unless Seller otherwise specifically agrees, Buyer shall have no right to withhold payment of the purchase price or to adjust the amount of the purchase price because of any such claim, the sole remedy of Buyer being the replacement or repair by Seller of nonconforming or deficient items and parts thereof, which remedy shall be in lieu of Buyer's right to consequential damages or any other remedy available under applicable laws, provided, however, that Seller shall have no obligation to replace or repair any such items if Buyer is in default under this agreement in any respect. Any Property delivered to Buyer but not accepted shall be held and stored by Buyer in a commercially reasonable manner, and Seller shall be given a reasonable amount of time to remove such Property.

6. **Personal Property:** Until full payment of the purchase price, all Property shall remain personal property and shall not become fixtures or otherwise a part of any real property, regardless of the manner in which it may be placed upon, affixed or attached hereto.

7. **Additions to Property:** Buyer hereby agrees that all accessories, appurtenances, attachments, or other equipment necessary for the operation of the Property, or in any other way connected thereto, shall become a component part of such Property and shall inure to the benefit of and title therein shall best in Seller if Seller reclaims such Property following the default of Buyer hereunder or otherwise comes into possession of the Property for any reason whatsoever.

8. **Title:** Title to all Property shall be retained by Seller until payment has been made in full. Risk of loss for all Property shall pass to Buyer upon delivery.

9. **Removal of Property:** Property delivered to Buyer shall not be moved from the location to which it is delivered until the full purchase price thereof has been paid, unless Seller consents in writing to such removal.

10. **Assignment:** No transfer, assignment, pledge, renewal or extension of this agreement or any portion or interest hereunder, or any loss, injury or destruction of the Property for any cause whatsoever, shall release Buyer from Buyer's obligations hereunder, or operate to pass title to all or any portion of such Property to any third party. Seller shall have the right to assign this agreement or any interest of Seller therein, and such assignee shall be entitled to all of the rights and remedies of Seller without liability for any right of recoupment, setoff or counterclaim which Buyer may have against Seller.

11. **Liens and Insurance:** Buyer shall not permit any lien, encumbrance or security interest to attach to the Property or to be levied upon the Property under legal process, or dispose of the Property, other than in the ordinary course of business, or permit anything to be done that may impair the value of the Property, prior to full payment of the purchase price. Buyer shall insure the Property against risk of loss or damage by fire, including extended coverage, theft, and such other casualties in an amount equal to the full replacement value thereof, loss payable endorsements on all such policies to be payable to Seller and Buyer as their interests may appear.

12. **Buyer's Default:** Occurrence of any of the following with respect to Buyer shall constitute an event of default under this agreement:

(a) The failure to timely pay any amounts due or that may become due under this agreement, including without limitation the balance of the purchase price;

(b) The failure to timely pay any costs or expenses necessary to preserve or protect the Property;

(c) The failure to perform any covenant or agreement herein;

(d) The giving of any representation or warranty or furnishing any financial information to Seller that should prove untrue or materially misleading;

(e) The refusal to accept delivery of all or a portion of the Property or Buyer's rejection of all or a portion of the Property upon delivery;

(f) Cessation of Buyer's business, or the failure or inability of Buyer to pay its debts in the ordinary course or as they become due, or Buyer's insolvency within the meaning of the federal bankruptcy laws or state insolvency laws or otherwise;

(g) The commission of any act of bankruptcy, assignment for the benefit of creditors, composition of creditors or the commencement of any proceedings, whether voluntary or involuntary, under any federal or state bankruptcy, reorganization or insolvency laws; or,

(h) The attachment or garnishment of, or levy or execution upon, the assets, property, business or income of Buyer or

the appointment of a receiver or trustee of or for any part of the assets, property, or business of Buyer.

13. Seller's Remedies Upon Buyer's Default: Upon the occurrence of any event of default hereunder, Seller shall have all rights and remedies available to Seller under the California Uniform Commercial Code or other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. Without limiting the generality of the foregoing, upon the occurrence of any such event of default, Seller shall have the right, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, to take possession of the Property or any part thereof, to reclaim the Property, to withhold delivery or stop delivery in transit, and/or to rescind this agreement, and to take such other action as Seller may deem necessary and appropriate for the protection of its interests. After any such event of default, Seller may require Buyer to assemble the Property and to make it available to Seller at a place designated by Seller which is reasonably convenient to Seller and Buyer. Seller shall have the right to take immediate possession of the Property and shall have the right to take such action as may be required to enforce Buyer's obligations to Seller hereunder, including the retention of the property without accounting to Buyer, the sale of such Property at public or private sale upon reasonable notice to Buyer of Seller's intent to resell, such sale to include, at the option of Seller, all Property reclaimed by Seller, Property not yet delivered to Buyer, and/or Property then in the process of being manufactured or constructed at the time of Buyer's default. Seller shall not be accountable to Buyer for any proceeds received by Seller as a result of such private or public sale, but Seller shall have the right to recover from Buyer the difference between such resale price and Buyer's purchase price of the Property as provided in this agreement, together with all expenses of sale, including without limitation transportation, storage, repair, maintenance, sales commissions and such other expenses as may be allowed under the California Uniform Commercial Code and other applicable laws, less any expenses actually saved by Seller in consequence of Buyer's default hereunder. Seller shall have the right to purchase the Property at any such private or public sale.

14. Attorney's Fees: Buyer hereby agrees to pay to Seller all attorney's fees and costs and expenses of enforcement of this agreement, including without limitation, service of process fees, filing fees, court and court reporter costs, investigative costs, expert witness fees, appraisal fees, and the costs of any bonds, whether otherwise taxable or not, incurred by Seller:

- (a) In any action or proceeding pertaining to this agreement and the rights and obligations of the parties hereunder,
- (b) In enforcing Seller's rights hereunder and the pursuit of Seller's rights and remedies under the California Uniform Commercial Code or any other applicable law, whether such enforcement proceeding be by way of claim and delivery, non-judicial or judicial sale and foreclosure or any other proceeding for all or any portion of the amounts payable hereunder,
- (c) In obtaining a judgment against Buyer for all or any portion of the amounts payable hereunder,
- (d) In enforcing any judgment which may be obtained in such proceedings or any appeal from such proceeding;
- (e) In representing Seller in any proceedings under the California Probate Code, or in connection with any state or federal tax liens, or for the appointment of receiver, and
- (f) In representing Seller, in federal bankruptcy proceedings or state insolvency proceedings or any creditor's arrangement or other creditor's proceedings initiated by or against Buyer.

15. Time and Waiver: Time is of the essence of this agreement. The waiver of any default hereunder shall not be a waiver of any subsequent default. Seller's acceptance of portion or delinquent payments or Seller's failure to exercise any right it may have shall not waive any obligation to Buyer or any rights of Seller or otherwise modify this agreement, or waive any other similar matter.

16. Notice: Any notices or communications to be given in this agreement shall be delivered personally or shall be sent by either party to the other by first-class, registered or certified mail, postage prepaid, to the address set forth in this agreement, or to such other address as may be provided in writing by either party.

17. Successors and Assigns: All rights of Seller hereunder shall insure to the benefit of its successors and assigns. All obligations of Buyer shall bind Buyer's heirs, beneficiaries, legal representative, successors and assigns.

18. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$124,676.66