

**GRANT AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**19-0806-000-SG**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF TULARE**

2. The Agreement Term is: November 1, 2019 through October 31, 2020

3. The maximum amount of this Agreement is: **\$67,078.00**

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information

1 Page

Exhibit B: General Terms and Conditions

APPROVE AS TO FORM:  
COUNTY COUNSEL

3 Page(s)

Exhibit C: Payment and Budget Provisions

BY *[Signature]* 2-13-20  
DEPUTY 2020128

1 Page

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)  
**COUNTY OF TULARE**

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Pete Vander Poel, Chairman, Board of Supervisors**

ADDRESS

**221 S. Mooney Boulevard, 103E, Visalia, CA 93291**

STATE OF CALIFORNIA

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS

**1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814**

CJ

## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
Funds energy efficient refrigeration units in corner stores/small businesses/non-profits in low income, low access areas throughout the state to stock and sell California grown produce, nuts and minimally processed foods. Food and Agricultural Code 49015.

Project Title: CDFA Healthy Stores Refrigeration Grant Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Elysia Fong	Name: Veronica Andrade
Division/Branch: Inspection Services/Office of Farm to Fork	Organization: COUNTY OF TULARE
Address: 1220 N Street	Address: 221 S. Mooney Boulevard, 103E
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Visalia, CA 93291
Phone: 916-900-5020	Phone: 559-683-5731
Email Address: elysia.fong@cdfa.ca.gov	Email Address: vandrade@tularehhsa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Irene Vera	Name: Jose Ruiz-Salas
Division/Branch: Inspection Services/Office of Farm to Fork	Organization: County of Tulare
Address: 1220 N Street	Address: 5957 S. Mooney Blvd
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Visalia, CA 93291
Phone: 916-900-5191	Phone: (559) 624-8004
Email Address: irene.vera@cdfa.ca.gov	Email Address: jrsalas@tularehhsa.org

<b>FISCAL CONTACT FOR RECIPIENT (If different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**11. Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

**12. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

**13. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**14. Termination for Cause**

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Suspension of Payments**

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Hearing and Appeals Office  
1220 N Street  
Sacramento, CA 95814

**17. Breach Provisions**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

**18. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

**19. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**20. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

**21. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

**22. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

**23. Closeout**

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**24. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

**25. Property Damage Claims Process**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

#### 4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

## SCOPE OF WORK

**Award Amount: \$67,078.00**

**Project Title: Tulare County Refrigeration Units and Technical Assistance**

**Description:**

Tulare County Health and Human Services' Nutrition Education and Obesity Prevention Program will purchase 12 refrigeration units and provide technical assistance to 7 corner stores in 5 rural communities in Tulare County, including Traver, Farmersville, Terra Bella, Porterville, and Pixley. Tulare County has one of the highest food insecurity rates in the state and over half the population living with incomes lower than 185% of the Federal Poverty Level. Many small, rural communities in the county lack access to fresh produce at affordable prices and residents living in small towns have to commute to other towns to find grocery stores. Tulare County currently has 10 stores in 8 different communities involved in their existing healthy retail program. This new grant funding will allow them to expand their reach and supply much needed equipment funding.

**Program Background:** Purpose of this grant program is to fund energy efficient refrigeration units in corner stores and small businesses in low income or low access areas throughout the state to stock California-grown fresh produce, nuts, and minimally processed foods – improving access to healthy food choices in the small retail environment for underserved communities, while promoting California-grown agriculture.

**Project Purpose:** Funding for this project will allow Tulare County to fund the refrigeration equipment and provide technical assistance to the 7 stores. Technical assistance will include help with selection and installation of refrigeration units, connecting retailers to produce distributors, making recommendations on product stocking, helping with shelving, display, signage and marketing, as well as providing nutrition education and helping promote CA-grown produce. This will greatly help stores improve their offerings and positively impact the health of their communities.

**Goal:** Tulare County will increase the availability of affordable, healthy foods at convenience stores in 5 rural communities in Tulare County – increasing sustainable and equitable access to fresh, affordable foods for low-income, low-access communities.

**Work Plan:**

Activities		Performed by	Timeline (Month/Year)
Technical provision	Assistance	Patricia Gonzalez, Health Education Assistant	November 2019- October 2020

Activities	Performed by	Timeline (Month/Year)
Refrigeration unit procurement	Patricia Gonzalez with store owners	November 2019- October 2020
Delivery/Installation of units	Vendors with Patricia Gonzalez and store owners	December 2019- October 2020

**Budget: \$67,078.00 (equipment and technical assistance)**

Personnel (Salaries and Wages): \$2,471.04

Health Education Assistant, 104 hours on this project at hourly rate of \$23.76

Fringe Benefits: \$1,037.84

For Health Education Assistant, fringe benefit rate is 42%

Travel: \$620.00

1068.97 miles at \$0.58/mile (approximately 90 miles/month)

Equipment: \$60,979.39

Selections are highest energy efficiency and lowest global warming potential, stand-alone stationary hydrocarbon refrigeration units:

Open units: each unit includes energy saving night curtains: total of \$53,514.99, including:

- Two Turbo Air TOM-72EB-N at \$7,837.00 each
- One Turbo Air TOM-96EB-N at \$9,732.63
- Three Turbo Air TOM-50B-N at \$7,840.59 each
- Delivery at \$550.00
- Tax at \$4,036.59

Closed units: \$7464.40 total, including:

- One Beverage Air MT531SDB at \$2,729.24
- Two Beverage Air MT341B at \$2,255.08 each
- S, H, & I at \$225.00



See equipment specs and quotes attached.

Supplies: \$1,969.00 including:

Refrigerator decal (with existing design) at \$1600.00

Pamphlet/educational material at \$369.00

Contractual \$0:

Other \$0:

Indirect Charges \$0:

QUOTE FOR OPEN UNITS



Quote

09/03/2019

**SOLD TO::**  
County of Tulare HHSA

**From::**  
Cresco/Resco  
Ivan Leon  
2018 S Van Ness  
Fresno, ca 93721  
559-233-3700

Job Reference Number: 4508

Item	Qty	Description		Total
1	3 ea	<b>OPEN DISPLAY MERCHANDISER</b>	7,840.59	23,521.77
		 <p>Model No. TOM-50B-N Vertical Open Display Merchandiser, 16.5 cu. ft. capacity, 50 7/8" W x 28" D x 78 1/2" H, self-cleaning condenser device, LED interior lighting, open front, tempered glass front shield &amp; side walls, self-contained, plug-in installation, front air intake &amp; rear air discharge, hot gas condensate system, (4) adjustable stainless steel shelves in 1" increments, 300 stainless steel interior, black exterior, energy saving night curtain standard, R290 Hydrocarbon refrigerant, (2) 3/4 HP, 115v/60/1-ph, 15.5 amps, NEMA 5-20P, CSA-Sanitation, cCSAus</p> <p>3 ea Note: Contact factory representative for parts &amp; accessories discounts</p> <p>3 ea 2 year parts &amp; labor warranty, standard</p> <p>3 ea Additional 3 year compressor warranty (5 year total), standard</p> <p>3 ea Self-cleaning condenser device equipped, standard</p> <p>3 ea TOM-50B-SF-N Stainless steel front panel, factory installed (allow 10 weeks lead time, call factory for more details to order) (NET)</p> <p>3 ea Energy saving clear night curtain, standard</p> <p>3 ea SC-50B 48"W Locking Security Cover, fabric, for TOM-50B-N, black, field installed</p>		
			<b>ITEM TOTAL:</b>	<b>23,521.77</b>
2	2 ea	<b>OPEN DISPLAY MERCHANDISER</b>	7,837.00	15,674.00
		 <p>Model No. TOM-72EB-N Vertical Open Display Merchandiser, 37.1 cu. ft. capacity, 72" W x 29-7/8" D X 81-1/8" H, self-cleaning condenser device, LED interior lighting, open front, white coated galvanized steel interior, non-peel anti-rust exterior coating, energy saving night curtain standard, self-contained, plug-in installation, front air intake &amp; rear air discharge, (8) adjustable white coated solid shelves, black exterior, R290 Hydrocarbon refrigerant, (4) 3/4 HP, 220v/60/1-ph, 18 amps, NEMA 6-20P, CSA-Sanitation, cCSAus</p> <p>2 ea Note: Contact factory representative for parts &amp; accessories discounts</p> <p>2 ea 2 year parts &amp; labor warranty, standard</p> <p>2 ea Additional 3 year compressor warranty (5 year total), standard</p> <p>2 ea Self-cleaning condenser device equipped, standard</p> <p>2 ea Black powder coated steel, standard</p> <p>2 ea White coated galvanized steel with white solid shelves, standard</p> <p>2 ea Energy saving clear night curtain, standard</p>		

Item	Qty	Description	Total
<b>ITEM TOTAL:</b>			<b>15,674.00</b>
3	1 ea	<b>OPEN DISPLAY MERCHANDISER</b>	9,732.63
		Model No. TOM-96EB-N	
		Vertical Open Display Merchandiser, 48.3 cu. ft. capacity, 92.88"W x 29.88"D X 81.13"H, self-cleaning condenser device, solar powered digital thermometer, LED interior lighting, open front, white coated galvanized steel interior, energy saving night curtain standard, self-contained, plug-in installation, front air intake & rear air discharge, (8) adjustable white coated solid shelves, black exterior, R290 Hydrocarbon refrigerant, (4) 3/4 HP, 220v/60/1-ph, 18.0 amps, cord, NEMA 6-20P, CSA-Sanitation, cCSAus	
	1 ea	Note: Contact factory representative for parts & accessories discounts	
	1 ea	2 year parts & labor warranty, standard	
	1 ea	Additional 3 year compressor warranty (5 year total), standard	
	1 ea	Self-cleaning condenser device equipped, standard	
	1 ea	Black powder coated steel, standard	
	1 ea	White coated galvanized steel with white solid shelves, standard	
	1 ea	Energy saving clear night curtain, standard	
<b>ITEM TOTAL:</b>			<b>9,732.63</b>
Merchandise			48,928.40
Delivery			550.00
Subtotal			49,478.40
Tax 8.25%			4,036.59
Total			53,514.99

REFRIGERATOR MANUFACTURER  
**Turbo air**  
 more durable, efficient, beautiful

4184 E. Conant St.  
 Long Beach, CA 90808  
 Tel. 310-900-1000  
 Fax. 310-900-1077  
 www.turboairinc.com

Project :

Model # :

Item # :

Qty :

Available W/H :

Approval :

## Vertical Open Display Cases

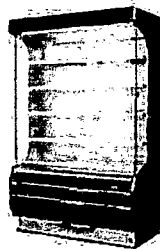
Full Heights  
 Glass Side Panel

### Patented Self-Cleaning Condenser



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove excess buildup outward and away.

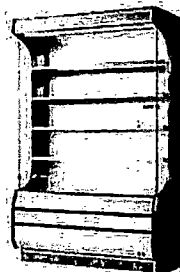
**Model: TOM-50W(B)-N**



Night Curtain  
 (Standard)



Security Cover  
 (Optional)



\* **Stainless Steel Front (SF) option:**  
 an additional \$350 will apply to the dealer's net price. This optional fee is not subject to dealer discounts.



## FEATURES & BENEFITS

### Self-Cleaning Condenser

The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.

### Hydrocarbon refrigerants (R-290)

With innovative and eco-friendly technology, Turbo Air brings you hydrocarbon refrigerators designed to meet the new standards of the EPA and DOE in 2017. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).

### Modern design

By integrating great contours with durable structures, our modern style product designs are user-friendly while maintaining the highest product visibility and aesthetics. Safety reinforced tempered glass front shield and side walls optimize the merchandiser's display effects of fresh salads, sandwiches, desserts and beverages. Its elegant contemporary euro design will enhance any store application.

### Designed to enhance impulsive sales

Ideal for eye-catching displays and convenient access with fast service in high traffic area.

### Stainless steel solid shelves standard

### Standard back-guard improves airflow

### Energy saving night curtain standard

### Optional security cover available

### Foamed with polyurethane, high-density cell insulation (CFC free)

### Perforated interior back wall and top for improved airflow

### Front air intake and rear air discharge

NATURAL  
 Refrigerant



Model	CU./FT.	# of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D x H (inches)
TOM-50W(B)-N	16.5	4	3/4 x 2	15.5	733	50 7/8 x 28 x 78 1/2

# Vertical Open Display Cases

Full Heights  
Glass Side Panel

## Model : TOM-50W(B)-N

ELECTRICAL DATA	
Voltage	115/60/1
Plug Type	Ⓢ NEMA 5-20P
Full Load Amperes	15.5
Compressor HP	3/4 x 2
Refrigerant	R-290
DIMENSIONAL DATA	
Net Capacity (cu. ft.)	16.5
Ext. Length Overall (in.)	50 7/8 (1292mm)
Ext. Depth Overall (in.)	28 (711mm)
Ext. Height Overall (in.)	78 1/2 (1994mm)
Int. Length Overall (in.)	48 3/8 (1229mm)
Int. Depth Overall (in.)	14 1/4 (361mm)
Int. Height Overall (in.)	49 7/8 (1267mm)
Net Weight (lbs.)	590
Gross Weight (lbs.)	733
# of Shelves	4

Design and specifications subject to change without notice.  
Actual shipping weight may differ due to extra packing materials for product protection.

**WARRANTY :** 2 Year Parts and Labor Warranty  
Additional 3 Year Warranty on Compressor

### STANDARD FEATURES :

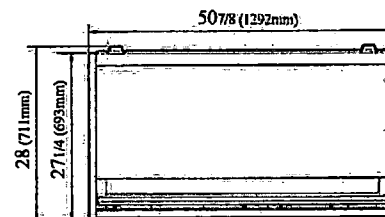
- Anti-corrosion coated evaporator
- Simple plug-in installation
- Patented self-contained system, no plumbing required
- White and black color come standard
- Solar powered digital thermometer
- Digital electronic thermostat with defrost control
- LED lighting interior
- Recommended operating conditions:  
TOM models are designed to operate in an environment where temperature & humidity do not exceed 75°F and 55% respectively. Units should not be installed near HVAC vents, fans or doorways that will disrupt the air curtain and compromise the function of the cabinet. Air curtain models will run most efficiently when completely loaded with product.

### OPTIONAL ACCESSORIES :

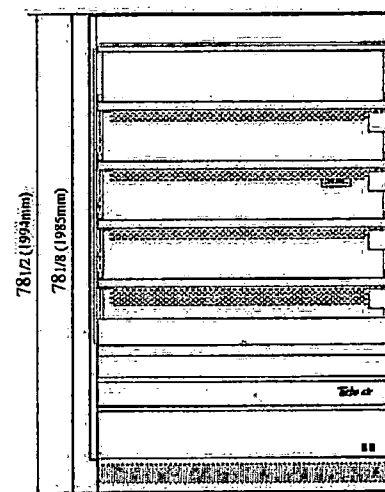
- Security cover: SC-50 (White), SC-50B (Black)
- Price tag channel: P5000000ZK (48 1/4" L)
- Stainless steel front panel available: TOM-W(B)-SF-N (extra lead time will apply, please call factory for more details to order)

### PLAN VIEW

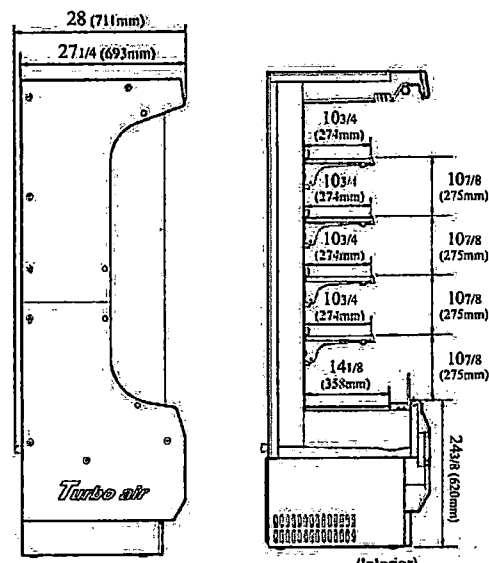
(unit : inch)



TOP VIEW



FRONT VIEW



SIDE VIEW

Ver.20170925

NATURAL  
Refrigerant



■ Turbo Air : 800-627-0032 ■ GK : 800-500-3519  
■ Warranty : 800-381-7770 ■ AC : 888-900-1002

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4184 E. Conant St.  
 Long Beach, CA 90808  
 Tel. 310-900-1000  
 Fax. 310-900-1077  
 www.turboairinc.com

Project :

Model # :

Item # :

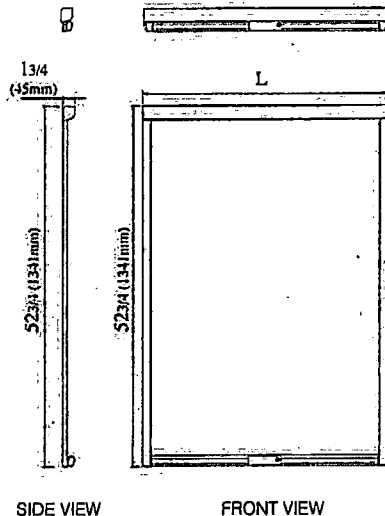
Qty :

Available W/H :

Approval :

## Security Cover for TOM models

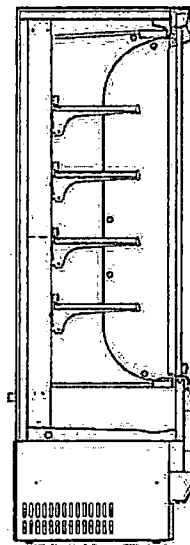
Open Display Merchandisers  
 Security Covers



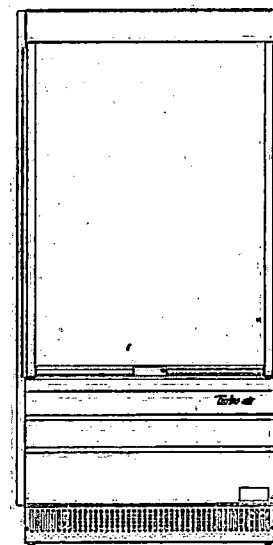
SIDE VIEW

FRONT VIEW

SC Plan View



SIDE VIEW



FRONT VIEW

Covered TOM

(Unit : Inch)

Model	Dimension (L x D x H)	Shipping Dimension (L x D x H)	Shipping Weight (lbs.)
SC-40(B)	36 1/8 x 13/4 x 52 3/4	57 1/2 x 5 1/2 x 5 1/2	14
SC-50(B)	48 x 13/4 x 52 3/4	57 1/2 x 5 1/2 x 5 1/2	15

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 www.turboairinc.com

Project :

Model # :

Item # :

Qty :

Available W/H :

Approval :

## Vertical Air Curtain

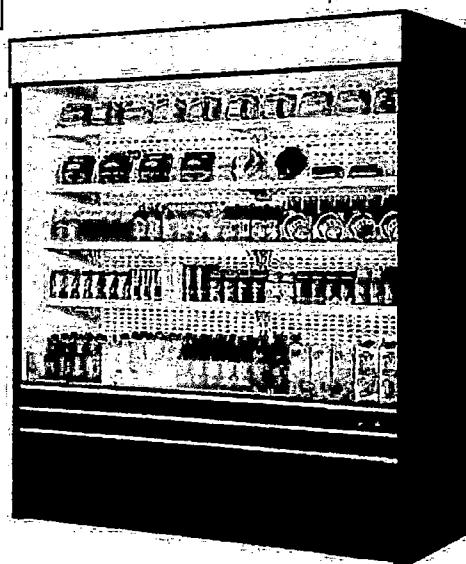
Open Display Merchandisers

**Model : TOM-72EB-N**

### Patented Self-Cleaning Condenser



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove excess buildup outward and away.



## FEATURES & BENEFITS

### Self-Cleaning Condenser

The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.

### Hydrocarbon refrigerants (R-290)

With innovative and eco-friendly technology, Turbo Air brings you hydro-carbon refrigerators designed to meet the new standards of the EPA and DOE in 2017. Hydrocarbon refrigerants do not deplete the ozone layer and have very low contribution to global warming (ODP-0, GWP-3).

### Modern design

By harmonizing curvature and rigidity, our modern style product designs are user-friendly while maintaining the highest product visibility and aesthetics. The glass front shield optimizes the merchandiser's display effects of fresh salads, sandwiches, desserts and beverages.

### Designed to enhance impulsive sales

Ideal for eye-catching displays and convenient access with fast service in high traffic area.

### White coated galvanized steel interior

### White coated galvanized steel solid shelves

### Energy saving night curtain standard

### Standard back-guard improves airflow

### Foamed with polyurethane, high-density cell insulation (CFC free)

### Perforated interior back wall and top for improved airflow

### Front air intake and rear air discharge

NATURAL  
Refrigerant



Model	CU./FT.	# of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D x H (inches)
<b>TOM-72EB-N</b>	<b>37.1</b>	<b>8</b>	<b>3/4 x 4</b>	<b>18</b>	<b>941</b>	<b>72 x 29 7/8 x 81 1/8</b>

# Vertical Air Curtain

Open Display Merchandisers

## Model : TOM-72EB-N

ELECTRICAL DATA	
Voltage	220/60/1
Plug Type	Ⓢ NEMA 6-20P
Full Load Amperes	18
Compressor HP	3/4 x 4
Refrigerant	R-290
DIMENSIONAL DATA	
Net Capacity (cu. ft.)	37.1
Ext. Length Overall (in.)	72 (1829mm)
Ext. Depth Overall (in.)	29 7/8 (759mm)
Ext. Height Overall (in.)	81 1/8 (2061mm)
Net Weight (lbs.)	723
Gross Weight (lbs.)	941
# of Shelves	8

Design and specifications subject to change without notice.  
Actual shipping weight may differ due to extra packing materials for product protection.

**WARRANTY:** 2 Year Parts and Labor Warranty  
Additional 3 Year Warranty on Compressor

### STANDARD FEATURES :

- Anti-corrosion coated evaporator
- Simple plug-in installation
- Patented self-contained system, no plumbing required
- Standard color comes in black only
- Solar powered digital thermometer
- Digital electronic thermostat with defrost control
- LED interior lighting

### Recommended operating conditions:

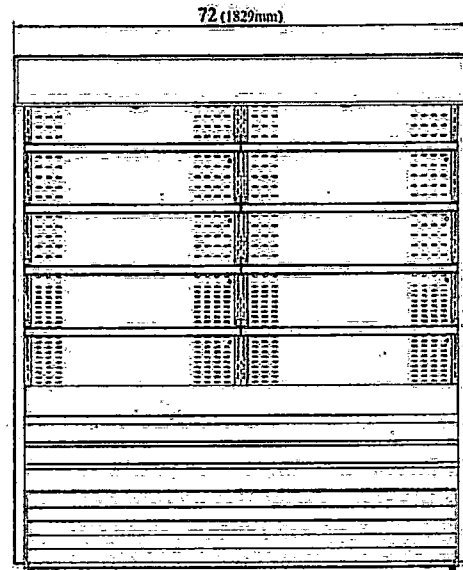
TOM models are designed to operate in an environment where temperature & humidity do not exceed 75°F and 55% respectively. Units should not be installed near HVAC vents, fans or doorways that will disrupt the air curtain and compromise the function of the cabinet. Air curtain models will run most efficiently when completely loaded with product.

### OPTIONAL ACCESSORIES :

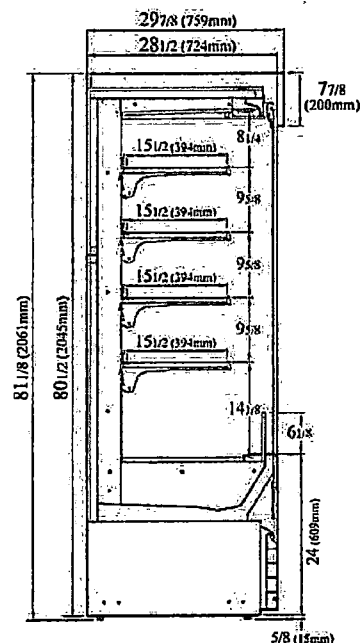
- Price tag channel: P72E0000ZK (34 1/2"L)

## PLAN VIEW

(unit : inch)



FRONT VIEW



SIDE VIEW

Ver.20180116



- Turbo Air : 800-627-0032 ■ GK : 800-500-3519
- Warranty : 800-381-7770 ■ AC : 888-900-1002

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 www.turboairinc.com

Project :

Model # :

Item # :

Qty :

Available W/H :

Approval :

## Vertical Air Curtain

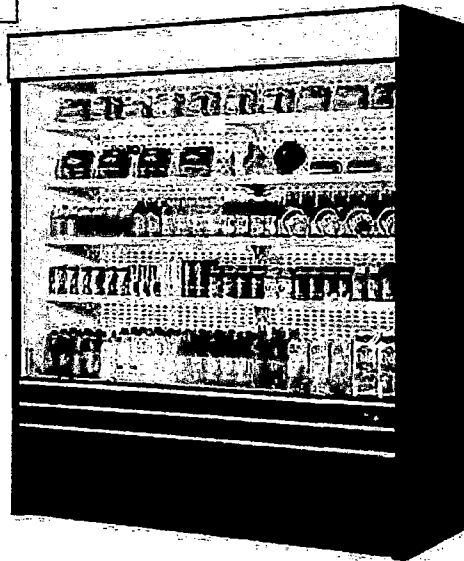
Open Display Merchandisers

Model : TOM-96EB-N

### Patented Self-Cleaning Condenser



This product is equipped with a fine mesh filter to the front of the condenser to catch dust, and a rotating brush that moves up and down daily to remove excess buildup outward and away.



\*Image shown here TOM-72EB-N

## FEATURES & BENEFITS

### Self-Cleaning Condenser

The accumulation of dust in the condenser can cause the failure or breakdown of refrigerators. Refrigerators run normally until they reach a certain level of accumulation. At some point, when they are over the limit, their performance drops quickly resulting in damage to, or disposal of the stored products inside. The Self-Cleaning Condenser device keeps the condenser clean and prevents system failure by automatically brushing daily.

### Hydrocarbon refrigerants (R-290)

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Ideal for eye-catching displays and convenient access with fast service in high traffic area.

### White coated galvanized steel interior

### White coated galvanized steel solid shelves

### Energy saving night curtain standard

### Standard back-guard improves airflow

### Foamed with polyurethane, high-density cell insulation (CFC free)

### Perforated interior back wall and top for improved airflow

### Front air intake and rear air discharge



Model	CU/FT.	# of Shelves	HP	AMPS	Crated Weight (lbs.)	L x D x H (inches)
TOM-96EB-N	48.3	8	3/4 x 4	18	1190	92 7/8 x 29 7/8 x 81 1/8

# Vertical Air Curtain

Open Display Merchandisers

## Model : TOM-96EB-N

ELECTRICAL DATA	
Voltage	220/60/1
Plug Type	Ⓢ NEMA 6-20P
Full Load Amperes	18
Compressor HP	3/4 x 4
Refrigerant	R-290
DIMENSIONAL DATA	
Net Capacity (cu. ft.)	48.3
Ext. Length Overall (in.)	92 7/8 (2337mm)
Ext. Depth Overall (in.)	29 7/8 (759mm)
Ext. Height Overall (in.)	81 1/8 (2061mm)
Net Weight (lbs.)	970
Gross Weight (lbs.)	1190
# of Shelves	8
Power Cord Length (in.)	118 1/8

Design and specifications subject to change without notice.  
Actual shipping weight may differ due to extra packing materials for product protection.

**WARRANTY :** 2 Year Parts and Labor Warranty  
Additional 3 Year Warranty on Compressor

### STANDARD FEATURES :

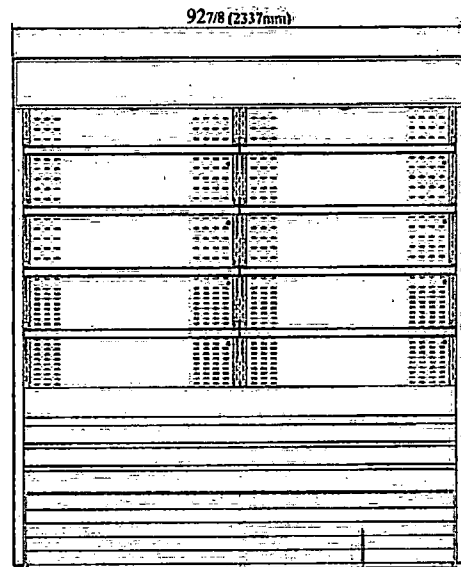
- Anti-corrosion coated evaporator
- Simple plug-in installation
- Patented self-contained system, no plumbing required
- Standard color comes in black only
- Solar powered digital thermometer
- Digital electronic thermostat with defrost control
- LED interior lighting
- Recommended operating conditions:  
TOM models are designed to operate in an environment where temperature & humidity do not exceed 75°F and 55% respectively. Units should not be installed near HVAC vents, fans or doorways that will disrupt the air curtain and compromise the function of the cabinet. Air curtain models will run most efficiently when completely loaded with product.

### OPTIONAL ACCESSORIES :

- Price tag channel: P48E0000ZK (44 3/4"L) x 2ea

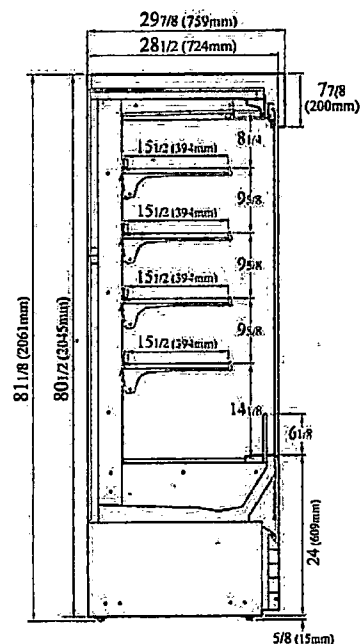
## PLAN VIEW

(unit : inch)



FRONT VIEW

Power Cord  
(Back of the product)



SIDE VIEW

Ver.20180328



■ Turbo Air : 800-627-0032 ■ GK : 800-500-3519  
■ Warranty : 800-381-7770 ■ AC : 888-900-1002

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QUOTE FOR  
CLOSED  
UNITS

**Sales Quote**

Sales Quote Number: 214315

**KaTom Restaurant Supply, Inc.**  
305 Katom Dr.  
KODAK, TN 37764

Page: 1

Sales Quote Date: 8/26/2019	Due Date 8/26/2019	Ship Date 8/26/2019
Customer ID 1052866	Contact Heather	SalesPerson Emily Farrell
Cust. Phone (559) 685-5728	Cust. Fax	Quote Expires:
hecklund@tularehhcsa.org		

**Sell**  
To: Heather Ecklund  
Heather  
  
FARMERSVILLE, CA 93223  
USA

**Ship**  
To: Heather Ecklund  
Heather  
  
FARMERSVILLE, CA 93223  
USA

Terms CREDIT CARD	Ext Doc No.	Your Reference	Ship Via	Loc Code KODAK	Loc Phone	Loc Fax
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<u>Blueprint No.</u>	<u>Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	118-MT531SDB	MARKETEER REF MERCH 2-SCT 34.98CF LED W-I/B-X R290	1	EA	2,729.24	2,729.24
	118-MT341B	REF MERCH 2-SEC 39.5" 26.12CF LED HC BLK Sales quote good for 15 business days. Liftgate fee (3) included	2	EA	2,255.08	4,510.16

Website: **katom.com** Phone: **(800) 541-8683** Fax: **(800) 821-9130**

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Submitted by: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Subtotal: 7,239.40  
S, H, & I: 225.00  
  
Total Sales Tax: 0  
Total: 7464.40