

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:
MAINTENANCE & REPAIR
NPS - FOOD SERVICE COMMERCIAL EQUIPMENT
For Categories A & B
INVITATION FOR BID #10-99

JULY 2010

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #10-99

The City of Newton invites sealed bids from Contractors for

MAINTENANCE & REPAIR NPS - FOOD SERVICE COMMERCIAL EQUIPMENT

**Pre-bid Meeting held at: 12:00 p.m., July 8, 2010 at Newton South High School Cafeteria*
140 Brandeis Road, Newton Centre**

Bids will be received until: 11:00 a.m., July 16, 2010

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall include all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual including all travel and expenses.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids after: **10:00 a.m., July 1, 2010.** Bidders are responsible for downloading the specifications from the City's web site at www.ci.newton.ma.us/bids. Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 10-86) they have downloaded.

All bids shall be submitted as one ORIGINAL and two COPIES.

Bid Surety is not required with this Bid. Award will be made to the bidder with the lowest total contract price that has been deemed to be responsive and responsible.

The initial term of this contract shall extend from **day of contract execution through July 31, 2011.** The City of Newton shall have the option, at its sole discretion, to renew the contract for up to 2 additional 1 year terms with no change in the contract terms and conditions or contract prices. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. Chapter 30B.

All City of Newton bids are only available on the City's web site, www.ci.newton.ma.us/bids Invitation For Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1220 or e-mail purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION TO BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maureen Lemieux
Interim Chief Procurement Officer

July 1, 2010

***PLEASE NOTE: Pre Bid Meeting has been scheduled from what was originally advertised.**

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #10-99**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and two **copies**.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #10-99

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

MAINTENANCE & REPAIR NPS - FOOD SERVICE COMMERCIAL EQUIPMENT

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The contract price is:

(Bidders must bid on all line items in category A including the fees for Freon and Equipment Disposal)

All item quantities in category A are based on estimates only:

Standard Refrigeration Labor Rate: \$_____ per hr x 300 hours/year = \$_____
Standard Refrigeration Overtime Labor Rate: \$_____ per hr x 50 hours/year = \$_____
Fees for Freon recovery: \$_____ per pound x 25 lbs = \$_____
Fees for Equipment disposal \$_____ per pound x 200 lbs = \$_____
Total \$_____

(Bidders must bid on all line items in category B including the fees for Equipment Disposal)

All item quantities in category B are based on estimates only:

Standard Non-Refrigeration Labor Rate: \$_____ per hr x 300 hours/year = \$_____
Standard Non-Refrigeration Overtime Labor Rate: \$_____ per hr x 50 hours/year = \$_____
Fees for Equipment disposal \$_____ per pound x 200 lbs = \$_____
Total \$_____

Signature: _____ Title _____ E-mail _____

Company: _____ Telephone _____ Fax _____

Address: _____ City _____ State _____ Zip _____

D. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 1 page
Bidder's Qualification Form and References, 2 pages

E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? YES NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
 YES NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLCY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

MAINTENANCE & REPAIR - NPS - FOOD SERVICE COMMERCIAL EQUIPMENT

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation to Bid #10-99 issued by the Purchasing Department;
- c. The Project Manual for Maintenance & Repair NPS - Food Service Commercial Equipment including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The initial term of this contract shall extend **from day of contract execution through July 31, 2011.** The City of Newton shall have the option, at its sole discretion, to renew the contract for up to 2 additional 1-year terms with no change in the contract terms and conditions or contract prices. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a City of Newton Shipping Order specifying work to be performed and bearing a certification by the Comptroller of the City of Newton that funds are available for the work ordered. The Contractor will be paid following completion and acceptance of the work authorized by Shipping Order in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall

be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Interim Chief Procurement Officer

Title _____

Date _____

Date _____

Affix Corporate Seal Here

By _____

School Committee

Date _____

City funds are available in account number

Approved as to Legal Form and Character

11301-52408

By _____

I further certify that the Mayor is authorized to execute contracts and approve change orders

Associate City Solicitor

Date _____

By _____

Comptroller of Accounts

CONTRACT AND BONDS APPROVED

Date _____

By _____

Setti D. Warren, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

**GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERICAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

Newton Public Schools - Specifications for Maintenance and Repair of Commercial Food Equipment

Scope

The City of Newton is accepting bids for the maintenance and repair of Newton Public Schools Food Services commercial food refrigeration (category A) equipment including but not limited to refrigerators, freezers, ice machines and refrigeration tables and commercial non refrigeration (category B) equipment including but not limited to ovens, ranges, warmers, tilt skillets, slicers, fryers, mixers, dishwashers, disposals, steam cookers, kettles and hot and steam tables, etc. Contractor is to supply all labor, materials, tools, travel, expenses and supervision needed to perform necessary repairs to equipment under the authority of Food Services. Food Services oversee kitchen equipment and appliances at 2 high schools, 4 middle schools and 15 elementary schools (refer to appendix food services equipment inventory.) Only the new equipment at the newly constructed Newton North High School (scheduled to open in July 2010) is currently under an extended warranty through June 30, 2011.

This contract is to include all labor hours for preventative maintenance on all equipment to be performed during the summer months when school is not in session. A written report is to be generated based on the preventative maintenance findings with a list of priority repairs by school to be received on or before September 30th of each contract year. For the last two completed school years, the school department spent approximately \$40,000 per year for all Food Service equipment preventative maintenance and repairs.

The contract will be awarded to the lowest responsive and responsible bidder for all services by category. Any bid received that cannot complete all of the required tasks or meet the minimum will be rejected. Bidders must be on call 24-hours a day, 7 days a week including holidays. The Standard Labor Rate shall apply to regular service calls Monday through Friday, 7:00 a.m. to 5:00 p.m. The Overtime Labor Rate shall apply to emergency service calls for all other days and hours. The Contractor must respond to repairs within twenty-four (24) hours of a service call unless specified by NPS that it is an emergency in which case the Contractor must respond within four (4) hours. Labor shall be billed in one-quarter (1/4) of an hour increments. Technicians must report to the school's Cafeteria Manager or their designee before working on any equipment. Technicians must complete a Field Service Work Order including the equipment type, make and model, job description, work date and location, arrival and departure times, technician name and authorized signature attesting to the Work Order. A copy of the Work Order must accompany the invoice.

The bidders hourly rate must include all costs for labor, supervision, materials, and equipment required to complete the tasks as described within this project manual for the **Maintenance and Repair of Food Service Commercial Equipment**. Bidders will not be paid for travel, expenses, etc.

Parts shall be reimbursed at the contractor's cost plus twenty (20) percent. Newton Public Schools will issue purchase orders (separate from the contract) for parts which must be invoiced separately including proof of purchase.

The Contractor shall warranty all work for ninety (90) days including labor, parts and materials.

MINIMUM REQUIREMENTS

Responsive bidders must have at least five (5) years experience in commercial refrigeration food equipment service and employ at least two (2) full-time master certified technicians for refrigeration trade for Category A or in commercial non-refrigeration food equipment service and employ at least two (2) full-time master certified technicians covering gas, steam or electric trades for Category B.

Bidders are required to submit a 'Company Resume' containing information relative to the bidder's experience in the field including date of incorporation, organization, headquarters, size, work force, management structure, telephone numbers, hours and a list of service contracts comparable in size to Newton Public Schools for which the bidder performed services within the five years preceding the date of this bid.

The City will award a one (1) year contract to the lowest responsive and responsible bidder by category based on the total labor charges. The City, at its sole discretion, shall have the option to renew the contract for two (2) additional one (1) year terms with no change in the contract price and terms and conditions. The standard and overtime hourly labor rates shall apply to all of the different trades. Fees from Freon recovery and/or equipment disposal will only apply when necessary.

END OF SECTION

NEWTON PUBLIC SCHOOL
FOOD SERVICE EQUIPMENT INVENTORY

Refrigeration Equipment in blue

Non-refrigeration equipment in red

Manufacturer	Description	Location
<i>Bigelow Middle School</i>	<i>42 Vernon Street, Newton, MA</i>	<i>Phone #617-552-7763</i>
U-line	Ice Machine	Nurse station
Hobart	3 Door Refrigerator	Kitchen
Custom	Walk In Cooler	Kitchen
Dunham-Bush	Evaporator –WIC	Kitchen
Copeland	Condenser-WIC	Loading Dock
Dunham-Bush	Evaporator – WIF	Kitchen
Copeland	Condenser – WIF	Loading Dock
Blodgett	Convection Oven – top	Kitchen
Blodgett	Convection Oven – bottom	Kitchen
Cleveland	Pressure Steamer	Kitchen
Brundor	Portable Warmer	Kitchen
Serve-O-Lift	Portable Warmer	Kitchen
Vollrath	4 Part Potable Steam Table	Serving Line
Vollrath	4 Part Potable Steam Well	Serving Line
Hatco	Pizza Warmer	Serving Area
Vollrath	3 Part Potable Steam Well	Serving Line
Hobart	Mixer	Kitchen
Vulcan	2 Burner Range	Kitchen
Frymaster	Fryalator	Kitchen
Salvajor	Garbage Disposal	Kitchen
Hobart	Buffalo Chopper	Kitchen
Hobart	Deli Slicer	Kitchen
<i>Day Middle School</i>	<i>21 Minot Pl, Newton, MA</i>	<i>Phone# 617-559-9318</i>
Beverage Air	Milk Chest	Serving Area
Bally	Walk in Cooler Box	Kitchen
Heatcraft	Walk in Cooler Evaporator	Kitchen
Tecumseh	Walk in Cooler Condenser	Boiler Room
Bally	Walk in Freezer Evaporator	Kitchen
D&B	Walk in Freezer Condenser	Kitchen
Blodgett	Convection Oven –top	Kitchen
Blodgett	Convection Oven – bottom	Kitchen
Garland	2 Burner Range	Kitchen
Groen	Kettle	Kitchen
Toastmaster	Slicer	Kitchen
Robot Coupe	Food Processor	Kitchen
Edlund	Can Opener	Kitchen
Insinkerator	Disposal	Kitchen
Metro	Food Warmer	Serving Area
Hatco	Food Warmer	Serving Area
Metro	Warmer	Serving Area
Set-N-Serve	Food Warmer Wells	Serving Area

<i>Brown Middle School</i>	<i>125 Meadowbrook Rd, Newton</i>	<i>Phone #617-559-6931</i>
Bally	Walk in Cooler Box	Kitchen
Larkin	Walk in Cooler Evaporator	Kitchen
Copeland	Walk in Cooler Condenser	Kitchen – back
Bally	Walk in Freezer Box	Storage Area
Dunham Bush	Walk in Freezer Evaporator	Dry Storage Area
Dunham Bush	Walk in Freezer Condenser	Paper goods storage
True	2 Door pass thru Refrigerator	Kitchen
True	Single door pass thru Refrigerator	Serving line – register
Blodgett	Convection Oven	Kitchen – back
Groen	Kettle	Kitchen – back
Garland	4 Burner oven/range	Kitchen – back
Garland	Oven w/two ring burners	Kitchen
Blodgett	Convection Oven	Kitchen
N/A	3 Part steam well – left	Serving Line
Brundor	Portable Warmer	Serving Line
Hatco	Pizza Warmer – left	Serving Line
Hatco	Pizza Warmer – right	Serving Line
N/A	3 Part steam well	Serving Line
Metro	Portable Warmer	Kitchen
Hobart	Deli Slicer	Paper Goods Storage
Hatco	Pizza Warmer	Cafeteria
<i>Oak Hill Middle School</i>	<i>130 Wheeler Rd, Newton, Ma</i>	<i>Phone #617-559-9225</i>
Hoshizaki	Ice Machine	Rear Kitchen
Hoshizaki	Ice Storage	Rear Kitchen
Traulsen	Reach-In Refrigerator	Rear Kitchen
Atlas Metal	Frost Top	Kitchen
Atlas Metal	Freezer	Kitchen
Powers	Milk Chest	Kitchen
American Panel	Walk in Cooler Box	Kitchen
Russell	Walk in Cooler Evaporator	Kitchen
Copeland	Walk in Cooler Condenser	Roof
American Panel	Walk in Freezer Box	Kitchen
Heatcraft	Walk in Freezer Evaporator	Kitchen
Tecumseh	Walk in Freezer Compressor	Roof

Metro	Food Warmer Cart	Kitchen
Hobart	Convection Oven Top	Kitchen
Hobart	Convection Oven Bottom	Kitchen
Groen	Tilting Skillet	Kitchen
Hobart	6 Burner Range w/oven	Kitchen
Groen	Steamer	Kitchen
Groen	Tilting Kettle	Kitchen
Metro	Food Warming Cart	Kitchen
Hatco	Food Warmer	Kitchen
Atlas Metal	4 Well Steam Table	Kitchen
Atlas Metal	4 Well Steam Table	Kitchen
Insinkerator	Hot Water Heater (left)	Kitchen
Insinkerator	Hot Water Heater (right)	Kitchen
Hobart	Slicer	Rear Kitchen
Insinkerator	Hot Water Heater	Rear Kitchen
Hobart	Floor Mixer	Rear Kitchen
Hobart	Dish Machine	Rear Kitchen
Insinkerator	Hot Water Heater	Rear Kitchen
T&S	Spray Hose	Rear Kitchen
Salvajor	Disposal	Rear Kitchen
Salvajor	Control Panel	Rear Kitchen
T&S	Spray Head (Disposal)	Rear Kitchen
Aqua Pure	Water Filter	Rear Kitchen
<i>Newton South High School</i>	<i>140 Brandeis Rd, Newton, MA</i>	<i>Phone #617-559-6518</i>
Scotsman	Ice Machine	Kitchen
Scotsman	Ice Bin	Kitchen
Powers	Milk Chest	Kitchen
Kolpak	Walk in Freezer	Kitchen
Bohn/Heatcraft	Evaporator-WIF	Kitchen
Heatcraft	Condenser-WIF	Roof
Kolpak	Walk in Cooler	Kitchen
Heatcraft	Evaporator-WIC	Kitchen
Heatcraft	Condenser-WIC	Roof
Hobart	2 Door Reach-In Refrigerator	Serving Area
Beveage Air	2-1/2 Door Reach-In Refrigerator	Serving Area
Serve-O-Lift	Frost Top Refrigerator	Serving Line
Serve-O-Lift	Frost Top	Serving Area
Serve-O-Lift	Frost Top	Serving Area
Serve-O-Lift	Frost Top	Serving Area
Serve-O-Lift	Frost Top	Serving Area
Serve-O-Lift	Frost Top	Serving Line
True	Single Door Refrigerator	Serving Area
Serve-O-Lift	Air Screen Display Case	Serving Line
True	Single Door Refrigerator	Serving Line
Kolpak	Walk in Freezer	Storage Room
Bohn	Evaporator-WIF	Storage Room
Heatcraft	Condenser-WIF	Roof

<i>Newton South High School</i>	<i>140 Brandeis Rd, Newton, MA</i>	<i>Phone #617-559-6518</i>
cont.		
Market Forge	Boiler	Kitchen
Lincoln	Pizza Oven-bottom	Serving Area
Lincoln	Pizza Oven-top	Serving Area
Merco	Heat Lamps (6)	Serving Area
Serve-O-Lift	Heated Table	Serving Area
Crescor	Warmer	Serving Area
Southbend	Charbroiler	Serving Area
Merco/Savory	Display Warmer	Serving Area
APW	Toaster	Serving Area
Serve-O-Lift	Steam Table	Serving Area
Hatco	Heat Lamp	Serving Area
Vulcan	Fryer-left	Serving Area
Vulcan	Fryer-right	Serving Area
Crescor	Warmer	Serving Area
Hobart	Mixer	Kitchen
Edlund	Can Opener	Kitchen
Hobart	Slicer	Kitchen
Fetco	Coffee Urn	Kitchen
Adcraft	Soup Warmer	Kitchen
Brunor	Warmer	Kitchen
Market Forge	Tilt Skillet	Kitchen
Southbend	Convection Oven-top	Kitchen
Southbend	Convection Oven-bottom	Kitchen
Vulcan	Convection Oven-top	Kitchen
Vulcan	Convection Oven-bottom	Kitchen
Southbend	4 Bruner Range	Kitchen
Market Forge	Tilt Skillet	Kitchen
Market Forge	Steamer	Kitchen
Salvajor	Disposal Forward Reversing Station	Kitchen
Salvajor	Disposal	Kitchen
Edlund	Can Opener	Kitchen
Hatco	Booster	Kitchen
Insinger	Dish machine	Kitchen
T&S	Hose Reel	Kitchen
Salvajor	Control Station	Kitchen
Salvajor	Disposal	Kitchen
Crescor	Food Warmer	Snack Bar
<i>NSHS Consumer Science</i>	<i>140 Brandeis Rd, Newton, MA</i>	<i>Phone #617-559-6518</i>
McCall	4 door commercial refrigerator	Consumer science
GE	Side by side refrigerator	Consumer science
True	Freezer	Consumer science
GE	Microwave and wall over	Consumer science
GE	Dishwasher	Consumer science
GE	Profile Electric Stove Oven	Consumer science
GE	Gas Burner Stove and Oven	Consumer science
GE	Washer	Consumer science
GE	Dryer	Consumer science

<i>Newton North High School</i>	<i>360 Lowell Ave, Newton, MA</i>	<i>Phone #617-559-6327</i>
Kolpak	Walk in Cooler Box (left)	Production Kitchen
Bohn	WIC Evaporator (left)	Production Kitchen
Kolpak	Walk in Cooler Box (right)	Production Kitchen
Bohn	WIC Evaporator (right)	Production Kitchen
Kolpak	WIC Condensing Unit Top	Boiler Room
Kolpak	WIC Condensing Unit Bottom	Boiler Room
Everpure	Filter system (ice machine)	Serving Line Area
IceOMatic	Ice Machine	Serving Line Area
Victory	2 Door Refrigerator	Main Kitchen
Victory	3 Door Refrigerator	Main Kitchen
Victory	Roll in Refrigerator	Serving Line Area
Atlas Metal	Frost Top	Serving Line Area
Atlas Metal	Frost Top	Serving Line Area
Star Metal	Roll Top	Serving Line Area
Custom	Walk in Cooler Box	Main Kitchen
Dunham Bush	Walk in Cooler Evaporator	Main Kitchen
Dunham Bush	Walk in Cooler	Closet
Custom	Walk in Freezer Box	Main Kitchen
Heatcraft	Walk in Freezer Evaporator	Main Kitchen
Heatcraft	Walk in Freezer Condenser	Outside
Custom	Walk in Freezer Box	Main Kitchen
Dunham Bush	Walk in Freezer Evaporator	Main Kitchen
Dunham Bush	Walk in Freezer Condenser	Closet

Manitowac	Ice Machine	Bakeshop
Kelvinatorapp Co	Freezer	Bakeshop (frosty)
True refrigerator	Deli case	Deli
Allmetal	Small bar case	Salad bar
True	Freezer	Scooby Doo
Koch	Refrigerator	Brady bunch
True	Refrigerator	Huey/Dewey/Louie
Frigidaire	Freezer	Tweety
Victory	Refrigerator	Donald/daisy
OTrue	Refrigerator	Ernie
Sears colds pot	Freezer	OBG
Woods	Freezer	Benny & The Jets
True	6 Door refrigerator	Deli case
Robot Coupe	Food Processor	Production Kitchen
Amana	Microwave	Production Kitchen
Edlund	Can Opener Manual	Production Kitchen
Heat Seal	Bag Sealer	Production Kitchen
Heat Seal	Bag Sealer	Production Kitchen
Globe	Slicer	Production Kitchen
Divco Ultra Pak	Bag Packer	Production Kitchen
Market Forge	Boiler	Main Kitchen
Blodgett	Convection Oven Top left	Main Kitchen
Blodgett	Convection Over Bottom left	Main Kitchen
Blodgett	Convection Oven Middle	Main Kitchen
South Bend	2 Burner Oven Top	Main Kitchen
Blodgett	Convection Oven Top right	Main Kitchen
Blodgett	Convection Oven bottom right	Main Kitchen
Lincoln	Impinger Pizza Oven Top	Main Kitchen
Lincoln	Impinger Pizza Oven Bottom	Main Kitchen
Hobart	Mixer	Main Kitchen
Hobart	Mixer	Main Kitchen
Pitco	Fryalator	Main Kitchen
Montague	2 Burner Open Top (counter top)	Main Kitchen
Groen	Tilt Skillet	Main Kitchen
Market Forge	Steamer 3 Compartment	Main Kitchen
Market Forge	Kettle	Main Kitchen
Waste King	Garbage Disposal	Main Kitchen
Waste King	Control Box Start/stop station	Main Kitchen
Metro	Food Warmer Cart	Serving Area
Metro	Food Warmer Cart	Serving Area
Hatco	Heat Lamp	Serving Area
GE	5 Well Steam Table	Serving Line Area
Pitco	Fryalator left	Serving Line Area
Pitco	Fryalator right	Serving Line Area
Garland	Flat Grill left	Serving Line Area
Garland	Flat Grill right	Serving Line Area
Hatco	French Fry Warmer	Serving Line Area
GE	3 Well Steam Table	Serving Line Area
Victory	Roll in Food Warmer	Serving Line Area
GE	5 Well Steam Table	Serving Line Area
GE	5 Well Steam Table	Serving Line Area

Wells	Portable Well	Serving Line Area
Bunn	Hot Water Heater	Serving Line Area
Wells	Portable Well	Serving Line Area
Amana	Microwave	Serving Line Area
Crescor	Portable Warmer	Serving Line Area
Bruner	Portable Warmer	Serving Line Area
Bevies	Taco Warmer	Serving Line Area
Hatco	French Fry Warmer	Serving Line Area
Univex	Deli Slicer	Main Kitchen
Globe	Deli Slicer	Main Kitchen
GE	Microwave	Bakeshop #1
Hobart	Mixer	Bakeshop #2
Hobart	Mixer	Bakeshop #3
Hobart	Mixer	Bakeshop #4
Blodgett	Oven	Bakeshop #1
Blodgett	Oven	Bakeshop #2
Imperial	6 Burner Stove	
Amanda	Microwave	Deli
LG (“Trom”)	Washer	
Kenmore	Dryer	
Amanda	Dryer	
Hobart	Small mixer	
Rival	Griddle (electric)	Deli
Savory	Toaster	Deli
Groen	Steamer	Deli
Blodgett-dual flow	Oven	Deli
American	Dish machine	
Vulcan	Grill/stove	
Vulcan	Salamander	
Peters	Line stream table	5-bin
<i>Elementary Schools (15)</i>		
True	2 Door Reach in refrigerator	
Blodgett	Oven	

END OF SECTION