



November 2, 2023

To All Bidders:

Subject: **Bid No. CR-8083-W4, Maintenance & Repair – Fuel System Equipment / City**

ADDENDUM NO. 2

To Whom It May Concern:

With reference to our bid request relative to the above subject, please refer to the changes/modifications/clarifications to the original proposal request.

PLEASE SEE BELOW QUESTIONS RECEIVED AND RESPONSES FROM CITY

Page 14. States the contract shall be all encompassing. Our company, Inc. provides technicians and electricians to perform installation, maintenance, and repairs on most of the items listed but relies on subcontractors, suppliers, and testers to perform other tasks requested. Will we be responsible for obtaining approval on a case by case basis for subcontractors or can a generic list be given in advance of execution of the contract to last the full term? This ties into WBE and Minority participation that is in a question below.

Answer: The term all encompassing here is meant to define a full-service contract. The awarded vendor will be responsible for maintaining all systems. If subcontractors are required to do so, that is acceptable upon approval of the department requesting services.

Page 14. States that no payments will be made for labor/materials other than those specified. The bid form only gives a technician rate and OT/holiday rate. We have other trades in house like fabricators, electricians, or building division that may be required to service the items listed as well as a list of larger equipment rates for pieces we may need to complete a project i.e. skid steer, hydraulic breaker, compressor, crew truck, etc. Can we attach a copy of our rate sheets to the bid and incorporate it into the contract documents? This also only qualifies stage I EVR testing and not any compliance testing. Are we to assume any additional testing will be performed on a cost plus basis?

Answer: No, quotes for individual projects (not regular maintenance, service or inspections) shall be quoted separately using the contract rates where applicable. \$ 10,000 single project limit applies to construction. Testing not specifically listed shall be at cost plus 10%.

Page 15. States that time spent in transit is not part of the contract. Our company rates and all of the subcontractors we use bill from our home office to the site, time onsite, and then back to the home office as well as time spent loading/unloading work vehicles for the project being performed. Can this section be omitted from the bid?

Answer: No, please price your hourly rates accordingly.



Page 15. Goes over timelines but doesn't give any flexibility to projects that may extend beyond. Can a line item be added to allow for a completion time mutually agreed upon by both parties? This would allow for long lead time parts, delays in weather, etc. to give availability to move project deadlines on a case by case basis.

Answer: No, but the City understands that some projects may exceed the 7 day completion time due to supply issues. Any parts or equipment delays must be communicated to the department as soon as possible.

Page 15. States the contractor shall facilitate and schedule all applicable MA DEP inspections of the UGST system. Can you please clarify this? Are you looking for us to coordinate all weekly, monthly, and annual inspections of the system? All annual and triannual tank/system testing? Hydrostatic testing? Tank monitor certifications? Third party inspections and compliance inspections? If so how are we to incorporate the pricing into the bid form?

Answer: Contractor shall be responsible for all annual and triannual inspections and reporting as required by State of Massachusetts Department of Environmental Protection in accordance with 310 CMR 80.00 and the bid sheet has been modified to allow for itemized pricing; an item has also been included for the mandated monthly inspections as well should the facility not have certified personnel available to perform them. Any other or new requirements/testing will be paid for using the hourly rate for service plus any material costs associated therewith.

MWBE form is requesting 10% minority and 15% WBE participation or good faith effort. Can you please define what good faith effort would entail as the bulk of our vendors don't meet these requirements and we just need to know what would be required to try to facilitate new subs in the event we cannot meet these requirements with vendors we currently subcontract with. This would also tie into the first line item above regarding subcontractors.

Answer: The City's program is goal oriented. We encourage the use of M/WBE's but understand this is a limited field for those subcontractors.

Gender Identity Standards states that vendors shall have policies and practices consistent with the City policies, practices, and standards. I reached out to the LGBTQ liaison and looked online but could not find a copy of those policies. Could you please provide a copy so we can review it for compliance?

Answer: Please see attached policy.

Bidders are requested to acknowledge and/or include this addendum with submission. All other terms, conditions and specifications remain unchanged.

Very truly yours,

Christopher J. Gagliastro
Purchasing Director

PRICING PAGE REVISED VIA ADDENDUM # 2

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract. YES XX NO

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

<u>Item #</u>	<u>Estimated Annual Hours</u>	<u>Description</u>	<u>Price Per Hour</u>	<u>Total</u>
<u>Fuel System Service / Maintenance</u>				
1	100	Rate per Hour: 8:00 A.M.-5:00 P.M. Monday through Friday, excluding Holidays	\$ _____	\$ _____
<u>Emergency Service Response</u>				
2	25	Rate per Hour: 24 hours/day, 7 days/week including Holidays. (response within 2 hours of receipt of notification) required to be on-site within 24 hours of notification of emergency response need	\$ _____	\$ _____
<u>Fuel System Testing for MassDEP Compliance</u>				
	<u>Estimated Annual Tests</u>		<u>Price Per Each</u>	
3	42	Rate per Monthly Test (per DEP requirements)	\$ _____	\$ _____
4	7	Rate per Annual Test (Annual Mass DEP Stage I Vapor Recovery Testing)	\$ _____	\$ _____
5	21	Rate per Triannual Test (per DEP requirements)	\$ _____	\$ _____
6	\$20,000	% Mark Up for Contractors' Net Cost for Materials, Supplies, Parts, Equipment, etc. <u>NOT TO EXCEED 15%</u>	_____ %	\$ _____ *
<div>Total Items 1-6 Above \$ _____</div> <div><i>No single construction job shall exceed \$10,000.</i></div>				

***Extended Price to be calculated as follows:**

Extended Price = Estimated Annual Cost for Materials x (1+% Increase)

Example: % Increase = 15% Estimated Cost = \$20,000

Extended Price = \$20,000 x (1+.15)

= \$20,000 x 1.15

= \$23,000

Hourly and Annual cost estimates are for bidding purposes only and to establish service rates where applicable. Actual quantities will vary. Unit price governs.

TERMS, PROMPT PAY DISCOUNT _____ % 30 DAYS, NET 45 DAYS.

NAME OF BIDDER _____

AN EXECUTIVE ORDER
AMENDING THE CITY'S POLICY THAT PROHIBITS
HARASSMENT OF INDIVIDUALS IN PROTECTED CLASSES

I, Edward M. Augustus, Jr., by virtue of the authority vested in me as the City Manager of the City of Worcester (the "City"), do hereby order and direct the following:

I. Policy

EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICY

SOURCE: Human Resources
City of Worcester Policy 1000

Applicable Federal Policies: Equal Pay Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Americans with Disabilities Act

The City of Worcester is fully committed to equal opportunity in its employment decisions, programs and activities, in compliance with all applicable federal and state laws and regulations and in furtherance of appropriate affirmative action efforts. The City of Worcester prohibits discrimination and harassment against any individual on the basis of age*, gender expression/identity, genetic information, marital status, color, national origin, language, physical or mental disability, pregnancy, race, religion, sex ¹, sexual orientation*, status as a U.S. veteran.

To that end, each executive officer serving under the City Manager and all City employees will take rigorous steps to ensure affirmative action and equal opportunity in the internal affairs of the City government, as well as in their relationship with the public, including those persons and organizations doing business with the City. Furthermore, each City agency or development project supported in part, or in whole, by the City funds shall consider the likely effects of this policy.

The City reserves the right to refrain from hiring an individual if doing so will create a violation of the Massachusetts Conflict of Interest Law. For example, employment in a division, department or city institution headed or supervised by the employee's or applicant's spouse is permitted only if the spouse does not have the power to hire or fire or make performance evaluations of the employee or applicant.

The following statement must be included in all bulletins, announcements, manuals, publications, guidebooks, brochures, pamphlets, application forms, or recruitment materials that are made available to the City of Worcester participants, applicants, or employees:

The City of Worcester does not discriminate in its programs and activities on the basis of age, gender expression/identity, genetic information, marital status, color, national origin, language, physical or mental disability, pregnancy, race, religion,

Sexual harassment is covered by a separate policy, which has been issued to all employees.

* As defined by law.

² Employees of the City that are members of a bargaining unit shall be subject to discipline in accordance with the terms of the applicable Collective Bargaining Agreement.

sex¹, sexual orientation*, or veteran status, as applicable. Direct inquiries to: City Hall Human Resources 109, 508-799-1030, EEOAA@worcestenna.gov

Effective: April 1, 2013

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* As defined by law.

Employees of the City that are members of a bargaining unit shall be subject to discipline in accordance with the terms of the applicable Collective Bargaining Agreement.

A. Introduction

The City depends upon a work environment of tolerance and respect for the achievement of its goals. The City is committed to providing a working environment that is free of all forms of abuse or harassment. The City recognizes the right of all employees to be treated with respect and dignity.

Harassment on the basis of age, gender expression/identity, genetic information, marital status, color, national origin, language, physical or mental disability, pregnancy, race, religion, sex¹, sexual orientation*, or veteran status,* (hereafter referred to as "protected class harassment") is a form of behavior that adversely affects the employment relationship. It is prohibited by Federal and/or State law. Protected class harassment of individuals occurring in the workplace or in other settings in which individuals of the City may find themselves in connection with their employment is unlawful and will not be tolerated by the City. The City also condemns and prohibits protected class harassment by any applicant, client, vendor or visitor.

Because the City takes allegations of protected class harassment seriously, we will respond promptly to complaints of protected class harassment; and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate, including discharge.

It is important to note that while this policy sets forth our goals of promoting a workplace that is free of protected class harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of protected class harassment.

B. Definition of Protected Class Harassment

Protected class harassment refers to behavior, which is not welcomed by the employee, which is personally offensive to him or her, and which undermines morale and/or interferes with the ability of the employee to work effectively. Because it is not possible to list all of the circumstances that may constitute protected class harassment, which depends upon the totality of the facts, including the severity of the conduct and its pervasiveness, the following is a non-exhaustive list of situations that could constitute protected class harassment.

- verbal abuse on the basis of any protected status;
- use of words that degrade a protected class or person because of his/her protected class status;

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- jokes or language about a protected class;
- obscene or suggestive gestures or sounds intended to relate to the protected class;
- teasing related to the protected class;
- verbal comments of a nature about an individual's appearance or terms used to describe an individual that are related to the individual's protected class;
- verbal abuse, including degrading language, comments, jokes, teasing or threats directed at a person because of his/her protected class status;
- posting or distributing objects, pictures, cartoons or other materials degrading to the protected class or a person because of his/her protected class status;
- letters or notes that degrade the protected class or a person because of his/her protected class status;
- sending offensive or discriminatory messages or materials through the use of electronic communications (e.g., electronic mail, including the Internet, voice mail and facsimile) which are degrading to the protected class or a person because of his/her protected class status;
- condoning harassment on the basis of protected class.

Harassment on the basis of protected class status is not limited to behavior by a non-member of the protected class. Protected class harassment can occur in a variety of circumstances. Here are some things to remember:

- The harasser does not have to be the victim's supervisor;
- A member of the protected class may be victimized by another member of the protected class;
- The victim does not have to be the person at whom the unwelcome protected class harassment is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the co-worker or interferes with the co-worker's work performance.

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C. Individual Responsibilities

Each individual of the City is personally responsible for:

- ensuring that his/her conduct does not harass any other employee or person with whom the employee comes in contact on the job, such as an outside vendor;
- cooperating in any investigation of alleged protected class harassment by providing any information he/she possesses concerning the matter being investigated;
- actively participating in efforts to prevent and eliminate protected class harassment, and to maintain a working environment free from such discrimination; and
- ensuring that an employee who files a protected class harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal.

D. The Rule

It is, therefore, against the policy of the City for any individual, whether a member of a protected class or not, to harass another individual on the basis of protected class status by:

- making submission to such conduct either implicitly or explicitly a term or condition of an employee's employment;
- making submission to, or rejection of, such conduct by an individual the basis for employment decisions affecting the employee;
- intending to or having the effect of interfering with an individual's work performance; or
- by creating a hostile or intimidating work environment for the employee.

It is also against the policy of the City for an individual to harass any person with whom the employee comes in contact on the job or to engage in any protected class harassment or inappropriate or unprofessional conduct in the workplace.

E. Retaliation

Retaliation against an individual for filing a complaint of protected class harassment or against any individual for cooperating in an investigation of a protected class harassment complaint is against the law.

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II. Violation of Policy

Any individual violating this policy will be subject to appropriate discipline, including possible discharge.

III. Procedures for Complaints

A. Complaint

The City has designated a Protected Class Harassment Grievance Officer. If any individual believes he or she has been subject to protected class harassment on the basis of his/her protected class, the individual should initiate a complaint by contacting the Protected Class Harassment Grievance Officer as soon as possible. The individual should file the complaint promptly following any incident of protected class harassment. The individual should be aware that the longer the period of time between the event giving rise to the complaint and the filing, the more difficult it will be for the Protected Class Harassment Grievance Officer to reconstruct what occurred. The individual will be requested to write out his or her complaint to document the charge.

If an employee prefers to discuss a possible protected class harassment problem with his or her supervisor, the employee may always do so, but employees do not have to go through the regular chain of supervision when reporting protected class harassment and may go directly to the Grievance Officer.

B. Investigation

On receiving the complaint, the Protected Class Harassment Grievance Officer or the Alternate Protected Class Harassment Grievance Officer will promptly have a review made into the matter. If, after the completion of this review, it is determined that there is a reasonable basis for finding a violation of this policy, the City will conduct an investigation. The charged employee will be requested to respond to the complaint. The investigation will be made to the extent appropriate in each case. This process will be confidential to the extent consistent with an effective investigation, subject to the business needs of the City.

The Protected Class Harassment Grievance Officer may seek the advice of the city solicitor at any time during any investigation.

C. Decision

After the response of the charged individual has been made, and any further investigation which may be warranted has been carried out, the City will make a final decision. If the City finds that the allegations in the complaint have been established by the investigation, ~~the City will initiate discipline of the charged individual.~~ Discipline will be appropriate to the offense and employees involved, and may include discharge.²

The complainant will be notified of the disposition of the investigation.
the terms of the applicable Collective Bargaining Agreement.

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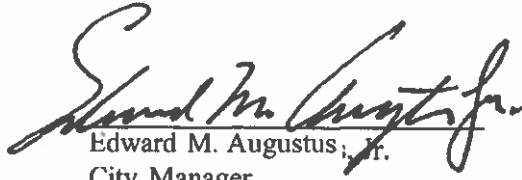
the terms of the applicable Collective Bargaining Agreement.

IV. State and Federal Agencies

The Massachusetts Commission Against Discrimination ("MCAD"), located at One Ashburton Place, Boston, MA 02108, and 436 Dwight Street, Springfield, MA 01103, is responsible for enforcing the Massachusetts discrimination and protected class harassment law, and the U.S. Equal Employment Opportunity Commission ("EEOC") is responsible for enforcing the federal law prohibiting protected class harassment. The EEOC is located at JFK Federal Office Building, Government Center, Room 475, Boston, MA 02203. They may be contacted at the above addresses. A complaint to the MCAD must be filed within 300 days. A complaint under the federal law should be filed within 180 days, but under certain circumstances, a federal complaint may be filed within 300 days.

The MCAD Worcester Office is located at 484 Main Street, Room 320 Worcester, MA 01608. Main numbers are 508-453-9630 for telephone and Fax is 508-755-3861. The office may also be reached by E-Mail at assistanttochainnan@state.ma.us

Complaints can be filed Monday through Friday from 9:00 a.m. to 4:00 p.m.


Edward M. Augustus, Jr.
City Manager

Issued: April 1, 2013
Effective: April 1, 2013

Acknowledgment of Receipt of Policy

I acknowledge receipt of this Protected Class Harassment Policy from the City, and I have read its contents.

Witness

Employee

Date

City of Worcester

Addendum to the Protected Class Harassment Policy: Grievance Officers

If any individual believes he or she has been subjected to protected class-harassment, the individual should initiate a complaint by contacting the Protected Class Harassment Grievance Officer as soon as possible.

The current Protected Class Harassment Grievance Officer is Pamela Callahan, Training Coordinator, Department of Human Resources. She can be reached at 455 Main St., Room 109 and her telephone number is 508-799-1030 Ext. 31131