

**2023-GA-07
Amendment 1**

- 1) The following language is added to 2.1 Overview:

In addition to pricing for a Delta cooling tower replacement, MassTech is also willing to accept a proposal for a direct replacement. Bidders also have the option to just submit a proposal for a direct replacement.

- 2) Responses Due is changed from August 1, 2023 to **August 15, 2023**
- 3) Attachment C is updated



Request for Proposals for Cooling Tower Replacement and Preventative Maintenance Services

RFP No. 2023-GA-07

Massachusetts Technology Collaborative
75 North Drive Westborough,
MA 01581-3340
<http://www.masstech.org>

Procurement Team Leader: **Mauricio Ramirez**

RFP Issued: **June 6, 2023**

Site Visits: **June 13 – June 23, 2023**

Questions Due: **July 10, 2023**

Answers to Questions Posted: **July 18, 2023**

Revised 7/28/2023 **Responses Due: August 15, 2023**

1. INTRODUCTION

1.1 Overview

Massachusetts Technology Collaborative (“Mass Tech Collaborative”, “MassTech”, or “Owner”) is issuing this Request for Proposals for **Cooling Tower Replacement and Preventative Maintenance Services** (RFP No.2023-GA-07) (the “RFP”) to solicit responses from qualified contractors (“Respondents”) with experience in **installing and maintaining cooling towers**. Respondents will be competing against each other for selection to the project as set forth herein (the “Project”). The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent may be selected.

Mass Tech Collaborative will enter into a Construction and Related Services Agreement and Statement of Work with selected Respondents containing certain standard provisions (the “Agreement”), located [HERE](#).

1.2 Mass Tech Collaborative

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2. COOLING TOWER REPLACEMENT AND SERVICES REQUIRED

2.1 Overview

MassTech owns and operates a 10-building, thirty-six (36) acre campus located in Westborough. MassTech is seeking to fully replace the cooling tower located outside of its Innovation building. The current cooling tower was installed in 2005 and is a 82 ton, closed loop BAC VF1-048 made of galvanized steel. It has a capacity of 210 GPM from 110°F to 90°F at 74°F entering air wet bulb. **In addition to pricing for a Delta cooling tower replacement, MassTech is also willing to accept a proposal for a direct replacement. Bidders also have the option to just submit a proposal for a direct replacement.**

The selected contractor shall be responsible for the following tasks:

- removal of the existing cooling tower,
- ensuring that the existing concrete base and support structure for the equipment is in good condition and meets manufacturer specifications,
- installation of a new High Density Polyethylene (HDPE) cooling tower along with all associated controls and electrical work,
- connecting all piping with appropriate pitch, pumps, spray nozzle, sump heater, gauges and plate and frame heat exchanger, and
- proper disposal of all construction and debris.

Upon request during the site visit, MassTech can provide interested applicants with mechanical drawings along with specifications from the current cooling tower.

MassTech is seeking to have the cooling tower replacement completed by the fall of 2023.

2.2 Scope of the Project

2.2.1 General Requirements

The selected Respondent shall:

- Be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work;
- Confirm all given information and advise Mass Tech, as part of their bid, of any recommended changes to the specifications set forth in the Scope of the Project or other requirements along with an explanation for the recommendation along with any conditions that will affect their cost proposal.
- Furnish all labor, materials, and equipment necessary to do this work as specified in a professional and orderly manner.
- Have or secure all permits and licenses necessary for the work which shall be paid by the selected Respondent.
- Ensure that all work be performed per manufacturer specifications and in accordance with the best trade practices.
- Remove all waste material shall be removed from the site, disposed of in an appropriate manner, and area left clean upon completion of work.

2.2.2 Innovation Building Cooling Tower Replacement Project

Installation of a HDPE cooling tower shall include pumps, motors, spray nozzle, skid, plate and frame heat exchanger, sump heater, pressure and temperature gauges, and controls in accordance with the manufacturer's most current specifications and local building codes. The selected Respondent shall be responsible for the following requirements:

a. Delivery and Handling

- i. Selected contractor shall be onsite for any delivery of cooling tower or components and shall be responsible for examining all items and reject cooling tower or any components that are damaged.
- ii. All components and materials should be delivered to MassTech's site directly to the extent possible. To the extent any items are delivered to selected contractor site, they shall be maintained in the factory assembled state.
- iii. Selected contractor shall provide protective covering over vulnerable components for unit protection during shipment and during any period of storage.

Examine cooling tower and components again before installation.

b. Design Conditions

Selected contractor shall be responsible for evaluation of the existing cooling tower capacity and functions and confirming that the following specification will be sufficient to replace the existing cooling tower in a similar capacity and greater efficiency. Selected contractor shall establish the final specifications, obtain MassTech's approval of the final specifications, and procure the cooling tower and components based upon the approved specifications. MassTech expects the requirements to be as follows:

- i. Number of Towers: 1
- ii. Capacity: 85 tons
- iii. Entering Water Temperature: 110 deg. F
- iv. Leaving Water Temperature: 90 deg. F
- v. Ambient Wet Bulb Temperature: 78 deg. F
- vi. Total Water Flow: 210 GPM

- vii. Electrical Service: 460 volts/3 phase/ 60 hz
- viii. Fan Horsepower: 5 hp
- ix. Tower pump : 15 hp

c. Supply & Equipment Specifications

- i. Aluminum Ladder & Safety Cage
- ii. Non-Rotating spray Nozzle Distribution System
- iii. Vibration Cut-Out Switch for Fan
- iv. Outlet Strainer
- v. Skid
- vi. 15HP Pump to service Cooling Tower side. Size for 210 GPM @100' T.D.H.
- vii. Temperature gauge
- viii. Digital temperature controller
- ix. Vent and Surge Tank
- x. (2) pressure gauges
- xi. Plate & Frame Heat Exchanger- Sized to cool 210 GPM of process water (20% PG) from 110°F to 90°F (recommendations regarding an option to place Plate & Heat Exchanger with all associated equipment inside the Innovation Building)
- xii. Equipment to be mounted with interconnecting 3" nominal piping included.
- xiii. NEMA 3R (for indoor mounting) control panel for system, motor starter(s) for the fan(s) and circulating pump; contactor for the basin heater, on-off selector switch for the pump; and hand-off-auto selector switches and thermostatic control for the fan(s). The control circuit will include a control transformer for 110/1/60 and a power-on light.
- xiv. Immersion sump heater
- xv. Service valves on pump and control unit to control flow to and from customer equipment.
- xvi. Alarm horn and indicating light, including wiring and silence button for each of the following Alarm conditions:
 - a. Low Flow Alarm
 - b. Low Liquid Level Alarm
 - c. High Temperature Alarm
 - d. Motor Failure Alarm

d. Installation

- ✓ Before cooling tower installation, examine roughing-in connecting to existing cooling tower supports. Verify location of piping, controls, electrical connections, sizes and other conditions affecting cooling tower performance, maintenance, and operation.
- ✓ Verify sizes and locations of concrete bases and support structure with actual equipment ensuring that it meets manufacturer specifications.
- ✓ Adjust tower in alignment of structural supports. Level and bolt in place.
- ✓ Connect water piping to tower. Pitch water supply to tower and condenser water suction away from tower.
- ✓ Connect make-up water piping to tower. Pitch to tower.
- ✓ Connect overflow and drain to acceptable discharge point.
- ✓ Removal and replacement of existing control panel with new NEMA 3R panel per manufacturer

specifications. Clean tower thoroughly. Comply with manufacturer's instructions for filling and start-up of operation to include not less than: verify lubrication of rotating parts; verify fan direction of rotation; verify that motor amperage measured is in accordance with manufacturer's data; adjust and verify operation of controls; coordinate all electrical requirement with Electrical Contractor.

e. Startup services

- ✓ Selected Contractor will work with the Manufacturer representative and shall provide the services of a factory trained Service Technician or Engineer to inspect the installation to insure that it is in accordance with the manufacturer's instructions and specifications.
- ✓ Manufacturer representative shall advise the installer in writing of any recommended corrective action that is required to meet manufacturer's recommended installation procedures.
- ✓ Repair or remove and replace components where inspections indicate that they do not comply with specified requirements.
- ✓ Additional inspections, if required, will be at contractor's expense and will be performed to determine compliance of replaced or additional work with specified requirements
- ✓ Schedule and coordinate initial water treatment with MassTech's chemical treatment supplier.
- ✓ Cooling tower start-up by manufacturer's representative shall include verification of mechanical equipment clearances and alignment, adjustment of water flow and operating water levels in hot water and cold water basins, check rotation of fan, verify operating sequences of tower control system and temperature settings. Written start-up report shall be provided to the Contractor and Owner confirming these procedures and including motor operating amperage readings.
- ✓ Instruction of tower operation and maintenance procedures shall be provided by manufacturer's representative to Owner.

f. Support and maintenance

The Selected Contractor shall provide a price on the Proposal Form in the designated location for Scheduled Maintenance Services.

- ✓ 3 year scheduled maintenance price.
- ✓ Scheduled maintenance shall be performed in accordance with the manufacturer's recommendations and accepted industry standards.
- ✓ Adequate documentation of preventive maintenance programs shall be provided to satisfy all federal, state and local regulations.
- ✓ All Parts, components and accessories furnished and installed by the contractor shall be new and as manufactured by or recommended by the Original Equipment Manufacturer ("OEM")
- ✓ Fluids, oil, components, devices, etc., furnished and installed by the contractor shall be as recommended by the OEM.

- ✓ Contractor shall maintain spare parts, materials and supplies that are typically required for normal and emergency repairs and maintenance.
- ✓ Contractor shall provide the owner one copy of a service check receipt for each unit serviced or repaired and a service checklist bearing the signature of the service personnel and the signature of the owner's designated representative certifying receipt of services.

MassTech expects maintenance to be performed 3 times per year which will be included first, during the startup of the cooling tower, again mid-season to ensure reliable performance, and lastly, at the end of the season when the cooling tower will be shut down. The program shall include the items of work listed below as applicable for the selected equipment during each visit:

- ✓ Inspect general conditions of the cooling tower and clarity of sump water.
- ✓ Check the water level in the cold water basin and adjust if needed.
- ✓ Check the float ball and make-up valve for proper operation.
- ✓ Check the line voltage, motor amperage, and water pressure.
- ✓ Clean Sump Strainers, if installed.
- ✓ Lubricate Motor Bearing, (if motor has fitting for greasing. Most motors require no external greasing). Use proper lubricants. Increase frequently, as necessary depending on the conditions of service.
- ✓ Check for obstructed water flow through nozzle orifices. Clean and flush spray nozzles, as required.
- ✓ Check ALL bolts at fan assemblies. Retighten to specified torque. Inspect fan/motor assembly.
- ✓ Meet with water treatment company who is regularly monitoring tower chemical treatment to review records and future treatment recommendations.
- ✓ Clean and flush cold water sump.
- ✓ Inspect plate & frame heat exchanger, rinse off debris and inspect gaskets. Replace gaskets as needed.

Any suggested variations to the proposed maintenance services and schedule should be noted and explained in the proposal.

g. Additional Requirements

- i. Provide detailed drawings and photo documentation of each stage of the project, with a full set of photo documents submitted with project completion submissions.
- ii. Sales Tax Exemption- Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating their bid price for the work.
- iii. Any equipment, building, or property of MassTech's damaged by the selected Respondent shall be repaired or replaced to the satisfaction of the MassTech. All work to be furnished to MassTech shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.
- iv. Contractor will provide a minimum five (5) year labor warranty and 20 year warranty on the cooling tower.

3 APPLICATION PROCESS

3.1 Application and Submission Instructions

Respondents are cautioned to read this RFP carefully and to conform to its requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection of an Application.

- a. All Applications must be submitted electronically to proposals@masstech.org.
- b. Required Submissions- All Applications must include the items listed below:
 - Application Cover Sheet (Attachment A)
 - Application, which shall include:
 - A description of the firm responding to the RFP (including descriptions of proposed subcontractors, if any) and the firm's qualifications to perform the Project.
 - The proposed approach to the Project and any suggested modifications to the proposed scope set forth in this RFP with explanations for any such modifications. Additionally, Respondents are invited to propose alternative(s) which provide substantially better or more cost-effective performance than achievable under the stated RFP scope of the Project. If suggesting an alternative, Respondent shall explain the reasoning behind the alternative solution and the benefits to MassTech.
 - Respondents should provide a proposed schedule assuming an authorization to proceed on the project by September 15, 2023.
 - Provide the total fixed price costs for the Project including all installation, labor, materials, equipment, shipping, and maintenance, as well as any other appropriate costs, in the Budget Template (Attachment C). List additional fees or expenses, if any.
 - Three references for work previously performed by the Respondent that is substantially similar to the Project. References should include a contact person, address and phone number.
 - Authorized Application Signature and Acceptance Form (Attachment B). **By executing the Authorized Respondent's Signature and Acceptance Form and submitting a response to this RFP, Respondents certify that they (1) are in compliance with the terms, conditions and specifications contained in this RFP, (2) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in subsection d. below, (3) agree to be bound by those procedures, and (4) agree that the Mass Tech Collaborative shall not be liable under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to this RFP or upon the Respondent's selection.**
 - Exceptions to the *Construction Agreement and Statement of Work*, located at [HERE](#), if any.
- c. Applications **must** be delivered as follows:

An electronic version submitted to-

proposals@masstech.org (please include the RFP number in the subject heading).

- d. **Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this RFP shall become Mass Tech Collaborative’s property and shall be subject to public disclosure.** As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). There are very limited and narrow exceptions to disclosure under the Public Records Law. If a Respondent wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Respondent must submit a written request to the Mass Tech Collaborative’s General Counsel’s office no later than 5:00 p.m. fourteen (14) business days prior to the required date of Application submission set forth in Section 4.2 below. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Respondent. The General Counsel will issue a written determination within ten (10) business days of receipt of the written request. **If the General Counsel approves the request**, the Respondent shall clearly label the relevant information and/or documentation as “**CONFIDENTIAL**” in the Application. Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

3.2 Application Timeframe

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Respondents are encouraged to check Mass Tech Collaborative’s website frequently for updates to the schedule.

Task	Date:
RFP Released	June 6, 2023
Site Visits are by appointment only	June 13 – June 23, 2023
Questions Due	July 10, 2023 @ 5 PM EST
Question and Answer File Posted	July 18, 2023 @ 5 PM EST
Applications Due	August 15, 2023 @ 3 PM EST
Notification of Award	Anticipated in mid-September

3.3 Questions

Questions regarding this RFP must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: “Questions – RFP No. 2023-GA-07”). All questions must be received by 5:00 p.m. EST on July 10, 2023. Responses to all questions received will be posted on or before 5:00 p.m. on July 18, 2023 to Mass Tech Collaborative and COMMBUYS website(s).

4 EVALUATION PROCESS AND CRITERIA

4.1 Process

The Mass Tech Collaborative shall evaluate each Application that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists to answer questions regarding their Application in person or in writing. In its sole discretion, Mass Tech Collaborative may also choose to enter into a negotiation period with one or more finalist Respondent(s) and then ask the Respondent(s) to submit a best and final offer. MassTech also reserves its right

to not award any contract under this procurement.

4.2 Criteria

Selection of a Respondent to perform the Project including providing the equipment and services sought herein shall be based on criteria that include but are not limited to:

- Demonstrated capacity, facilities and organizational structure to perform the type of services sought in this RFP.
- Qualifications and experience of the Respondent and subcontractor(s) to perform the Project requirements.
- Record of experience in similar projects completed for other clients.
- Reasonableness of the proposed budget.
- Reasonableness of the proposed schedule.
- Approach to limit impact to MassTech staff and other tenants and visitors of the Campus.
- Lack of debarment status by either the state or federal government is also required.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an Agreement with the Respondent that will provide the best value for the Project. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”.

5.0 GENERAL CONDITIONS

5.1 General Information

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. The Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This RFP, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Respondents, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.
- c) On matters related solely to this RFP that arise prior to an award decision by the Mass Tech Collaborative, Respondents shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- d) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Mass Tech Collaborative reserves the right to grant or reject any request for

accommodations.

- e) Respondent's Application shall be treated by the Mass Tech Collaborative as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by Mass Tech Collaborative as part of the Agreement will not be compensated under any contract awarded pursuant to this RFP.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Respondent will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Respondent is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondent.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- i) Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Respondents should review the Agreement as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Application. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the Agreement's general terms and conditions, and no subsequent negotiation of such provisions shall be permitted.

5.2 Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Respondent to check the Mass Tech Collaborative and COMMBUYS websites for any addenda or modifications to the RFP. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP.

Attachment A
Application Cover Sheet

Name of Respondent			
Mailing Address	City/Town	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact E-mail Address	
Authorized Signatory		Authorized Signatory E-mail Address	
Legal Status/Jurisdiction (e.g., a Massachusetts Corporation, LLC, LLP, etc.)		Respondents DUNS No.	

**Attachment B Massachusetts Technology Collaborative
Authorized Respondent's Signature and Acceptance Form**

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements.

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will execute an Agreement specifying the mutual requirements of participation. The undersigned has either (*please check one*):

specified exceptions and counter-proposals to the terms and conditions of the [Construction and Related Services Agreement](#); or

agrees to the terms and conditions set forth therein;

The undersigned acknowledges and agrees that the failure to submit exceptions and counter-proposals with this response shall be deemed a waiver, and the Agreement shall not be subject to further negotiation.

Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

I certify that Respondent is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: _____
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Attachment C
Budget Template

SEE EXCEL SPREADSHEET