

LEGAL ADVERTISEMENT / INVITATION TO BID

I. **ORGANIZATION**

Norton (NORTON) Museum of Art

II. **PURPOSE**

The primary purpose of this project is to replace an existing chiller (CH-1) at the Norton Museum with a new, more efficient water-cooled rotary screw water chiller. This replacement aims to improve the museum's cooling system, likely to enhance energy efficiency, reliability, and performance.

III. **PROJECT DESCRIPTION**

The project involves the supply and installation of a new semi-hermetic, direct drive, water-cooled rotary screw chiller. Specifically:

1. The new chiller will be installed as shown and scheduled in the plans, replacing the existing CH-1 unit.
2. It must produce the specified tonnage in accordance with AHRI Standard 550/590 and be AHRI certified.
3. The chiller will use HFC-134a refrigerant and feature advanced microprocessor-based controls for precise operation.
4. Installation includes connecting to electrical services, piping, and the building management system.
5. The project encompasses not just the physical replacement, but also includes startup, commissioning, and a 5-year maintenance service agreement.
6. Special considerations are given to sound levels, energy efficiency, and the ability to operate effectively at varying loads.

IV. **GRANT REQUIREMENTS/FEDERAL PROVISIONS**

This project shall comply with Consolidated Appropriations Act, 2023 and the Grant Agreement between the Norton and Department of Housing and Urban Development (HUD). Contractor shall ensure that all activities under the project shall be conducted in conformance with applicable federal provision including: 2 CFR Part 200, Section 3, generally applicable HUD requirements, debarment and suspension, Byrd Anti-Lobbying amendment, conflict of interest provisions, and all other applicable federal laws, regulations, and policies governing the funds.

V. **CONTRACTOR PRE-QUALIFICATION**

There will be no Contractor Pre-Qualification needed for this project.

VI. **INQUIRIES**

Inquiries concerning this ITB should be directed to Josh McDermott, Chief Operations Officer by email at mcdermottj@norton.org and bidding@norton.org

VII. **PRE-BID CONFERENCE**

A mandatory pre-bid meeting and site visit will be held on **November 19th, 2024, from 10:00 a.m. to 11:00 a.m. (EST)**. Interested contractors must attend to be eligible to submit a bid.

VIII. **SUBMISSION OF BIDS**

Bids must be electronically submitted to Box.com ([using this link](#)) prior to the deadline. It is the Respondents' responsibility to ensure their bid is timely submitted and received by NORTON. NORTON will not be responsible for delays that cause a bid to arrive after the designated submission deadline.

A bid received by NORTON after the deadline will not be considered. Once opened, a bid becomes the property of NORTON and will not be returned.

A. OPENING DATE

The bid window will open no earlier than **10:00 a.m. (EST) on Wednesday, November 6th, 2024.**

B. CLOSING DATE

Bid's must be received no later than **10:00 a.m. (EST) on Tuesday, December 10th, 2024.**

Bids will be opened via Zoom in an open public bid meeting, in electronic format, and can be viewed by Bidders.

Date & Time	1:00pm to 2:00pm (EST) on Tuesday, December 10th, 2024
Meeting ID	237 548 5422
Passcode	NMA2024
Topic	WATER COOLED ROTARY SCREW WATER CHILLER
Meeting Link	https://norton.zoom.us/j/2375485422?omn=85249810152

IX. BID DOCUMENTS

All available forms pertaining to this ITB are available at:

Norton Museum
1450 S. Dixie Highway
West Palm Beach, FL 33401
mcdermottj@norton.org
Norton.org/bidding

X. RIGHT TO WAIVE IRREGULARITIES & TECHNICALITIES

NORTON reserves the right to waive minor irregularities and/or technicalities associated with this solicitation. The NORTON shall be the final authority regarding waivers of irregularities and technicalities.

END OF SECTION

BID SCHEDULE

Action	Date & Time
Legal Advertisement Published Norton.org/bidding and Palm Beach Post	10:00 a.m. (EST) on Wednesday, November 6th, 2024.
Pre-Bid Conference At the Norton Museum of Art: 1450 S Dixie Hwy, West Palm Beach, FL 33401	November 19th, 2024, from 10:00 a.m. to 11:00 a.m.
Last Day for Bidder Questions	5:00 p.m. (EST) on Monday, December 2nd, 2024.
Written Response to Bidder Questions via Addendum	December 6th, 2024.
Bid Proposal Due Submission: nortonmuseum.app.box.com/f/337ba6a459324b35a37e42f334484a0e	10:00 a.m. (EST) on Tuesday, December 10th, 2024.
Posting of Notice of Intent to Award Zoom meeting: norton.zoom.us/j/2375485422?omn=85249810152	December 10th, 2024, from 1:00pm to 2:00pm (EST)
Contract Signed / Notice to Proceed	TBD

The Bid Schedule is a tentative schedule the NORTON will follow throughout the bid process. This schedule is subject to change at the discretion of the NORTON.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Addenda – Written and/or graphic revisions issued prior to the award and execution of the Contract which, modify and/or interpret the Contract Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is awarded and executed.

Application for Payment – Statement of amounts claimed by Contractor as payments due on account of work performed or materials suitably stored.

Bidder – An individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a bid proposal in response to an ITB.

Bid Proposal – The forms, including all items related thereto, envelopes, and all other information pertaining to the entire bid, complete and properly executed, which the Bidder has submitted as his Bid Proposal for the work completed.

Change Order – A work order, issued after the award and execution of the Contract, signed by the Owner, authorizing a change in the scope of the work during construction.

Contract – The Agreement between Owner and Contractor consisting of: The agreement text preceding the signature of the parties, the Bonds as required, the Certificates of Insurance, and any other documents as may be required by the Contract Documents.

Contract Documents – Consist of the Agreement between Owner and Contractor, Instructions to Bidders and attachments thereto, Plans, Performance Bond, Addenda issued prior to execution of the Contract, Modifications issued after execution of the Contract, the proposal submitted by the Contractor, and such other documents as are made a part of same by reference in any of the Contract Documents.

Contractor – An individual or a business entity that, as a result of having been awarded this ITB, has entered into a Contract with the Owner.

Invitation to Bid (ITB) – A formal request to prospective vendors soliciting bids, which contains the specifications or scope of services, and all contractual terms and conditions.

Lowest Responsible Bidder – The Bidder who has submitted a responsive Bid Proposal at the lowest price of all the responsive Bid Proposals submitted and who's past performance and financial capability is deemed acceptable.

Owner – Owner is the District Board of Trustees of Florida Gateway Norton, a Body Politic, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner shall mean Owner, Florida Gateway Norton, and Norton. The terms Owner, Florida Gateway Norton, and Norton are used interchangeably throughout this document.

Plans – The official plans and drawings or reproductions thereof, pertaining to the work to be performed.

Project – All work specified and described in the Contract documents.

Responsible Bidder – A Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Responsive Bidder – A Bidder who has submitted a Bid Proposal that conforms in all material respects to the requirements stated in the ITB.

Subcontractor – Any individual, firm, partnership, or corporation entering into an agreement to furnish materials and labor for the work specified and described in the Contract documents.

Time of Completion – The number of calendar days, or the actual date, by which the work is required to be completed.

2. EXAMINATION

Bidders are required to carefully examine all Instructions to Bidders, Specifications, Supplementary Conditions, Plans, and any Addenda to become thoroughly familiar with all work to be performed under the Contract.

3. PROJECT SITE

Bidders are encouraged to visit the project site to become familiar with the local conditions that may, in any manner, affect the work to be performed and the equipment, materials, and labor required. Site visits are by appointment only.

4. PRE-BID CONFERENCE

As indicated in the Advertisement for Bids, Bidders are REQUIRED to attend the Mandatory Pre-Bid Conference on the date, time, and place outlined in the Advertisement for Bids. This Pre-Bid Conference will be held in order to more fully explain the scope of work covered by the Contract Documents and to allow questions to be asked by the Bidders. If deemed necessary, an Addendum will be issued to Specifications and/or plans as necessary to change, modify or explain any decisions or other information that comes out at this Pre-Bid Conference.

5. POINT OF CONTACT

The sole point of contact for all matters relating to this ITB is:

Josh McDermott
Chief Operations Officer
Norton Museum 1450 S.
Dixie Highway
West Palm Beach, FL
mcdermottj@norton.org

6. CLARIFICATION

No oral clarification will be given in regard to the meaning of Instructions to Bidders, Specifications, or Plans, and no oral instructions will be given before the award and execution of the Contract. Discrepancies, omissions, or doubts as to the meaning of Contract Documents shall be given in writing to the Norton for interpretation not later than the date and time specified in the Bid Schedule provided herein. A written response to Bidder questions will be provided by the date and time specified in the Bid Schedule provided herein.

7. ADDENDA

Any addenda issued prior to the opening of bid proposals for the purpose of changing the intent of the Instructions to Bidders, Specifications, Supplementary Conditions, and Plans, or clarifying the meaning of the same, shall be binding in the same way as if written in the Instructions to Bidders, Specifications, Supplementary Conditions, and Plans. It is the bidder's responsibility to check with the Norton Website (norton.org) prior to submitting a bid to make sure they have not missed any addendums.

The Norton will also post all addenda and materials relative to this procurement on the following website:

- Norton.org/bidding

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

8. QUALIFICATIONS OF BIDDER

This bid does not require pre-qualification

9. PREPARATION OF BIDS / ORGANIZATION OF THE BID PACKAGE

The Bid Proposal should be assembled in the manner detailed in the **Chiller Replacement Project Bid Package attached as Appendix B.**

10. SUBMISSION OF BIDS

Bid Proposals with all items related thereto, must be electronically submitted to the Norton Box not later than the date and time specified in the Bid Schedule provided herein. Failure to comply with these requirements shall be cause for rejection of the Bid Proposal.

11. LIST OF SUBCONTRACTORS

In accordance with Section 255.0515, Florida Statutes, Bidder must submit a list of the subcontractor's bidder intends to use on this project.

12. LATE BIDS

Bid Proposals must be electronically submitted to the Norton Box prior to the specified bid opening date/time. Bid Proposals received after that time will not be accepted. The Norton will not be responsible for delays that cause a Bid Proposal to arrive after the designated bid opening date/time.

13. WITHDRAWAL OF BID

A Bidder may withdraw his Bid without prejudice to himself, not later than the date and time set for opening of Bid Proposals, by communicating the Bidder's purpose in writing to the Owner. The Bid Response will be returned unopened.

14. DISQUALIFICATION`

More than one Bid Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid Proposal for the same work will cause rejection of all Bid Proposals in which such Bidders are believed to be interested. Any or all Bid Proposals will be rejected if there is reason to believe that collusion exists among the Bidders. No participants in such collusion will be considered in future Bid Proposals for the same work. Bid Proposals in which the prices obviously are unbalanced may be rejected.

15. PUBLIC OPENING OF BIDS

Bid Proposals will be opened publicly at the time and place stated in the Advertisement for Bids.

16. REJECTION OF BIDS

The Norton reserves the right to reject any or all Bid Proposals received and to waive any informality or technicality in the Bid Proposals received whenever such rejection or waiver is in the best interest of the Norton.

17. AWARD OF CONTRACT

Award of the contract will be made to that responsible Bidder whose Bid Proposal, conforming to the Invitation to Bid, is most advantageous to the Norton, price and other factors considered.

18. CONTRACT AND BONDS

- a. Contractor shall execute the contract within seven calendar days from date of receipt and return to the Owner for his execution, along with all required bonds and insurance certificates. Contractor shall begin work upon receipt of a Notice to Proceed issued by Owner.
- b. All work shall be Finally Complete 30 days after Notice to Proceed has been issued.
- c. Contractor shall maintain sufficient labor and supervision on the project site until all items have been completed. A Final Review with the Owner's Representative and Contractor will be scheduled upon completion of all items.

19. PERFORMANCE BOND

A Performance Bond in the penal sum of not less than 100 percent of the Contract amount, with a Surety Company satisfactory to the Owner and licensed to conduct business in the State of Florida, will be required of the Contractor for any resulting contract in excess of \$100,000 guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed. The bond shall be delivered to the Owner simultaneously with Contractor's execution of the Contract.

20. COMMENCEMENT

At the Preconstruction Conference, the Owner shall make arrangements with the Contractor for the assignment of staging area to be used at the site for storage of materials, parking, sheds, trailers, etc. During the construction, the Contractor shall maintain the areas in neat condition. The storage of materials for use in this project shall in no way interfere with, or make hazardous, existing walkways, driveways, etc. Existing trees and landscaping shall be protected from injury. Work shall begin upon receipt of a Notice to Proceed issued by Owner.

21. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner, affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

22. EQUALITY AND SUBSTITUTIONS

If the bidder proposes to furnish a 'different' product from that specified, he shall submit in writing copies of detailed specifications and catalog cuts (with information copy to the) clearly identified, and clearly stating the differences from the product specified, the date and time specified in the Bid Schedule provided herein.

23. PROPRIETARY INFORMATION

Bid Proposals submitted shall not include any proprietary data or other proprietary information. All documents and other information included with the Bid Proposal becomes public information upon the opening of the Bid Proposal.

24. IDENTICAL OR TIE BIDS

In accordance with Section 287.087 Florida Statutes, preference shall be given to a business with drug-free workplace programs in the identical Tie Bids. To qualify, the Bidder must have implemented the program identified on the enclosed form and attach the executed form with his/her bid proposal.

25. DISCRIMINATORY VENDOR

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted vendors list.

27. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner Representative and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. The parties agree that neither this provision nor any provision of the agreement shall waive the benefits or provisions of Chapter 768.28, Florida Statutes, or similar provision of law. Nothing herein shall be construed to create any third-party beneficiary rights in any person or entity not a party to this Contract.

28. PAYMENTS

Progress payments, final payment, and payment to subcontractors and material men shall be made in accordance with the agreement between Owner and Contractor.

29. OWNERS RIGHT TO STOP WORK

If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the Owner exercises his rights under this paragraph.

30. OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Owner Representative's additional services made necessary by such default, neglect, or

failure. The Owner Representative must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

31. CHANGE ORDERS

A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order will also be signed by the Contractor if he agrees to the adjustment on the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Owner, without invalidating the Contract and without notice to the sureties, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

The cost or credit to the Owner resulting from a Change in the Work shall be determined by mutual acceptance of a lump sum amount with the cost properly itemized.

32. E-VERIFY

In order to meet all Federal, State, and Local employment laws, Norton adheres to the E-Verify registration of Contractors that are to perform services as a result of this Invitation to Bid. The Contractor selected to provide services under this solicitation is required to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing the use of the system, to confirm the employment eligibility of; 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Norton.

33. NOTICE OF BID PROTEST, BONDING REQUIREMENT

A bidder who wishes to file a protest pertaining to an Invitation to Bid (ITB) must file such notice in accordance with procedures prescribed by Section 120.57(3) Florida Statutes (F.S.). All protests must be filed with the **Chief Operations Officer**. A protest is officially filed when it is received in the Chief Operations Officer's Office.

Any person who is adversely affected by the Norton's decision or intended decision shall file with the Chief Operations Officer's Office in writing within 72 hours after the posting of the intent to award or after receipt of the notice of the Norton's decision or intended decision and shall file a formal written protest within ten days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid, the notice of protest shall be filed in writing within 72 hours after the receipt of the notice of the project plans and specifications or intended project plans and specifications in an invitation to bid, and the formal written protest shall be filed within ten days after the date of the notice of protest is filed. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

As prescribed by F.S. 255.0516, any protester who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b) shall post at the time of filing the formal written protest, a bond payable Norton in an amount equal to twenty-five thousand dollars or two

percent of the lowest accepted bid, whichever is greater, for projects valued over five hundred thousand dollars or five percent of the lowest accepted bid for all other projects. The bond shall be conditioned upon payment of all costs and fees which may be adjudged against the protester in the administrative hearing in which the action is brought in any subsequent appellate court proceedings. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order, or U.S. currency would be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he shall recover from the Norton all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

34. Disposition of the protest shall follow 120.57 F.S. If the protest cannot be resolved as specified in 120.57(3)(d)1, the standard of proof for any further proceedings shall be whether the proposed Norton action was clearly erroneous, contrary to competition, arbitrary or capricious. In any bid protest proceeding contesting all intended Norton action to reject all bids, the standard of review by any administrative law judge shall be whether the Norton's intended action is illegal, arbitrary, dishonest, or fraudulent.

END OF SECTION

GENERAL SPECIFICATIONS & COMPLINACE WITH FEDERAL REQUIRMENTS

I. GENERAL REQUIREMENTS

Project details and specific submittal instructions are included in the Water-Cooled Rotary Screw Water Chiller attached as Appendix A. The Contractor shall furnish the construction services required of Contractor by the Contract Documents, or necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents, and include all labor, equipment, machinery, tools, materials, manufactured articles, supplies, documents, permits, traffic control, transportation, security and other services and incidentals, including fuel, power, light, water, sanitary facilities, temporary facilities and essential communications, and the costs of bonds, insurance, permitting, taxes warranties, general conditions, overhead and miscellaneous costs, necessary to perform the Project/ work (as defined below, in the Construction Drawings, technical specifications and General Conditions) to fulfill Contractor's obligations under the Contract.

II. COMPLIANCE WITH FEDERAL REQUIREMENTS. The Consolidated Appropriations Act, 2023 (FY2023 Act) provided Economic Development Initiative funding for the purpose of making Community Project Funding (CPF)/Congressionally directed grants. Specifically, Congress appropriated funding to support this project. As such, this project is subject to the conditions that apply to the Consolidated Appropriations Act, 2023 and the Grant Agreement between the Norton and Department of Housing and Urban Development (HUD). The successful Contractor must comply with all applicable federal guidelines and all applicable federal, state and local laws, regulations and requirements during all phases of the project. Contractor shall ensure that all its activities under the resulting agreement shall be conducted in conformance with these provisions, as applicable: 2 CFR Part 200, Section 3, generally applicable HUD requirements, debarment and suspension, Byrd Anti-Lobbying amendment, conflict of interest provisions, and all other applicable federal laws, regulations, and policies governing the funds provided under the agreement in effect and as may be amended from time to time. The successful Contractor shall be obligated to comply with all applicable federal laws, regulations and requirements including, but not limited to, nondiscrimination, social security, workers' compensation, licenses, and registration requirements. In the event of a conflict between the Grant Requirements and other provisions of the Invitation to Bid, the Grant Requirements will govern and prevail. These grant requirements shall be made part of the Contract. See the Grant. Contractor agrees to adhere to all of the provisions detailed Grant Requirements / Federal Provisions in Appendix B of this solicitation.

III. SECTION 3 COMPLIANCE. The requirements of Section 3 of the Housing and Urban Development Act of 1968 found at 24 CFR Part 75 apply to this project. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons. Contractor must complete the **Section 3 Project Implementation Plan included in Appendix C.**

IV. APPENDIX TO THESE SPECIFICATIONS

- **Appendix A-** Grant Requirements/ Federal Provisions
- **Appendix B** – Chiller Specifications Package
- **Appendix C** – Section 3 Project Implementation Plan
- **Appendix D** – Bid Tab
- **Appendix E** – Reference Form