



**Request for Bid  
Overhead Doors ,Openers, Installation & Repair Service for various Statewide  
Maintenance DOT Locations**

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION  
Purchasing Section  
Proposal No. 15765

**Letting Date:  
January 20, 2016**

Must be submitted no later than 1:00 PM Central Time  
Bid Responses received after this date will be rejected

***For information about this notice, and during this procurement,  
interested persons shall contact only:***

**Jody McNaughton**  
800 Lincoln Way  
Ames, Iowa 50010  
Phone: 515-239- 1298  
Fax: 515-239-1538  
E-Mail: jody.mcnaughton@dot.iowa.gov

**Issued addenda and all other correspondence will  
be posted to Iowa DOT's website:  
<http://www.iowadot.gov/purchasing>**

### Procurement Timetable

The following dates are set forth for informational and planning purposes. The Iowa DOT reserves the right to revise the dates as needed. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFB	cover	January 8, 2016
Number of Copies of Bid Responses Required	N/A	1
Bidder Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.5	January 12, 2016
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.5	January 13, 2016
Bid Opening/Proposal Due	2.8	January 20, 2016
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.11/2.22	January 21, 2016
Completion of Contract Negotiations & Execution of the Contract	2.25	January 29, 2016
Contract Begin Date	4.2	February 08, 2016
Contract End Date See section 3.0 for specifics	4.2	May 29, 2016

\*Intent to Award - See Section 2.22

It is intended that Bid Responses will be evaluated and a notice of "intent to award" will be issued within thirty (30) days of the bid opening date. Bid Responses prices, terms and conditions must be held firm for a 180-day period from the date of the notice of "intent to award" the contract.

		Date Bids Due: January 20, 2016	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: <b>15765</b>		Description: Overhead doors, Openers, Installation & Repair Service for Various Statewide Maintenance DOT Locations			
Contract to Begin: February 8, 2016	Contract to End: May 27, 2016	Bid Bond Amount: N/A	Performance Bond (Y/N) Yes	Liquidated Damages: N/A	
Purchasing Agent: Jody McNaughton		E-mail Address: Jody.mcnaughton@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538	
Company Name:			Federal Tax ID:		
Street Address:		City:	State:	Zip Code:	
Supplier Contact (type or print)	E-mail Address:		Phone:	Fax:	
Supplier agrees to sell items/services at the same prices, terms and conditions to any other Iowa state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

## GENERAL INFORMATION

This bid proposal includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), specifications, mailing label and all other information needed to prepare a bid response. Information in the "Bid Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the bid proposal prior to the bid opening date and time. Please use the furnished mailing label, or label the bid response as "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. Bidders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail bids will not be accepted.**

If required, each bid response must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. **Bids lacking a required proposal guaranty will not be considered for award.** If the intended awarded bidder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the proposal guaranty may be retained by the State.

## PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract. We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed \_\_\_\_\_ Date \_\_\_\_\_



**Iowa Department of Transportation  
Standard Terms and Conditions For  
Bid Proposals/Contracts  
-FORMAL-**

*Formal* is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

**Preparation of Bid Response:** All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

**Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.**

**No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.**

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A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the Iowa DOT website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing) under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

#### B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-118-11(3).
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.

5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**

- **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
- Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

Schedule of Prices

Project Description: Overhead Doors, Openers, Installation & Repair Service for various Statewide Maintenance DOT Locations

**Note:** Door Measurements indicated below are the actual door measurements for that location not a rough opening. Locations are not tied.

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	Altoona garage 405 1st Avenue North Altoona, IA 50009					
1.1	3	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 12 ' High</b> To include initial installation & destination charge to this location.			
Comments:						
1.2	1	HR	Optional Repair Service Requests during normal business hours 7:00a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
1.3	1	HR	Optional Emergency Repair Service afterhours, weekend and or holidays.			
Comments:						
1.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
2	Ames Garage 57073 US Hwy 30 Ames, IA 50010					
2.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 12 ' High</b> to include initial installation & destination charge to this location			
Comments:						
2.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
2.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
2.4	1	RTRP	Optional Round trip charge for repair services.			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3	Fort Dodge Garage 2088 230th St Fort Dodge, IA 50501					
3.1	3	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 12 ' High</b> to include initial installation & destination charge to this location			
Comments:						
3.2	1	HR	Optional Repair service Requests during normal business hours 7:00a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
3.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
3.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
4	Grinnell Garage 902 Ogan Grinnell, IA 50112					
4.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
4.2	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
4.3	3	EACH	Truck/ Mechanics bay overhead door Spec 08 3613 size <b>14 ' 2" Wide x 12 ' High</b> to including installation & destination charge			
Comments:						
4.4	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
4.5	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
4.6	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5	Newton Garage 2300 W. 19th St S. Newton, IA 50208					
5.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 12 ' High</b> To include installation and initial destination charge to this location.			

Comments:						
5.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
5.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
5.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
6	Waterloo Garage 1875 W. Ridgeway Ave. P.O. Box 1888 Waterloo, IA 50704					
6.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 12 '2" High</b> To include installation and initial destination charge to this location.			
Comments:						
6.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
6.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
6.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
7	Cherokee Garage 1805 Industrial Road Cherokee, IA 51012					
7.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x 12 ' 2" High</b> To include installation and initial destination charge to this location.			
Comments:						
7.2	5	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' Wide x 12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
7.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
7.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
7.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						
8	Pocahontas Garage 405 N.W. Seventh St. Pocahontas, IA 50574					
8.1	6	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' Wide x 12 ' 1" High</b> To include installation and initial destination charge to this location.			
Comments:						
8.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
8.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
8.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
9	Spirit Lake Garage 3001 N. 18th St. Spirit Lake, IA 51360					
9.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 '2" Wide x 12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
9.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
9.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
9.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
10	Adair Garage 300 Hillcrest Adair, IA 50002					
10.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' Wide x 12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
10.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
10.3	10	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
10.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
11	Corning Garage 2004 200th St. Corning, IA 50841					
11.1	2	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price.. <b>Both openers are Trolley style openers with top mounting</b>			
Comments:						
11.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
11.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
11.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
12	Creston Garage 405 S. Chestnut Creston, IA 50801					
12.1	2	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
12.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
12.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
12.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
13	Desoto Garage 3354 Overton Circle Adel, IA 50003					
13.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 '2" Wide x 12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
13.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
13.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
13.4	1	RTRP	Optional Round trip charge for repair services .			
Comments:						
14	Greenfield Garage 2313 Iowa 92 Greenfield, IA 50849					
14.1	2	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
14.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
14.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
14.4	1	RTRP	Optional Round trip charge for repair services .			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
15	Oakland Garage 18818 U.S. 59 Oakland, IA 51560					
15.1	2	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 '2" Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
15.2	1	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price.. <b>Jackshaft style opener with side mount</b>			
Comments:						
15.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
15.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
15.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						
16	Pacific Junction Garage 21112 Kane Ave. Pacific Junction, IA 51561					
16.1	1	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price. <b>Jackshaft style opener with side mount</b>			
Comments:						
16.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
16.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
16.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
17	Perry Garage 14455 N Ave. U.S. 169 Bouton, IA 50039					
17.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x 16 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
17.2	2	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price. <b>Trolley style opener top mount</b>			
Comments:						
17.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
17.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
17.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						
18	Red Oak Garage 1903 N. Broadway Ave. Red Oak, IA 51566					
18.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
18.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
18.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
18.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
19	Albia Garage 1501 S. C St. Albia, IA 52531					
19.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 '2" Wide x12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
19.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
19.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
19.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
20	Bloomfield Garage 20836 Iowa 2 Bloomfield, IA 52537					
20.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2 1/8" Wide x 12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
20.2	4	EACH	Pole bldg, Overhead Door Spec Section 08 3613 specs This is to be <b>non-insulated</b> Door <b>size 14 ' 2 1/8" Wide</b> <b>x12' High</b> to include installation and initial destination charge to this location.			
Comments:						
20.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
20.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
20.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
21	Centerville Garage 23619 Iowa 5 S. Centerville, IA 55604					
21.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door <b>size 14' 2 ¼" Wide x14' High</b> To include installation and initial destination charge to this location.			
Comments:						
21.2	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14' 2 ¼" Wide x 14' High</b> To include installation and initial destination charge to this location.			
Comments:						
21.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
21.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
21.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						
22	Donnellson Garage 900 Park St. Donnellson, IA 52625					
22.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14' 2" Wide x12' High</b> To include installation and initial destination charge to this location.			
Comments:						
22.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
22.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
22.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
23	Mount Pleasant Garage 906 E. Harvest Drive Mount Pleasant, IA 52641					
23.1	1	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x14 '1" High</b> To include installation and initial destination charge to this location.			
Comments:						
23.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
23.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
23.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
24	Osceola Garage 1410 Jeffries Drive Osceola, IA 50213					
24.1	1	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x12 '1" High</b> To include installation and initial destination charge to this location.			
Comments:						
24.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
24.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
24.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5	Oskaloosa Garage 1970 Iowa 92 W. Oskaloosa, IA 52501					
25.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 '2" Wide x14 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
25.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
25.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
25.4	1	RTRP	Optional Round trip charge for repair services			
Comments:						
26	West Burlington Garage 617 N. Beaverdale Rd. West Burlington, IA 52655					
26.1	4	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 ' 2" Wide x12 ' High</b> To include installation and initial destination charge to this location.			
Comments:						
26.2	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
26.3	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
26.4	1	RTRP	Optional Round Trip charge for repair			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
27	DeWitt Garage 801 Westwood Dr. DeWitt, IA 52742					
27.1	3	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 '2" Wide x 12 ' High</b> Cost is to include installation and initial destination charge for this location only.			
Comments:						
27.2	1	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price. <b>Trolley Style Opener with a central top mount</b>			
Comments:						
27.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
27.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
27.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						
28	Avoca Garage 1110 N. Chestnut Avoca IA 51521					
28.1	2	EACH	Wash Bay or Brine Bldg. Overhead Door Spec Section 08 3620 Door size <b>14 ' 2" Wide x 12 ' High</b> Cost is to include installation and initial destination charge for this location.			
Comments:						
28.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
28.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
28.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
29	Neola Garage 30420 Tomahawk Ave. Neola, IA 51559					
29.1	2	EACH	Truck/ Mechanics Bay Overhead Door Spec Section 08 3613 Door size <b>14 '2" Wide x 12 ' High</b> Cost is to include installation and initial destination charge for this location only.			
Comments:						
29.2	2	EACH	Opener Installation to include a fully functioning opener. All electrical and trip fees must be included in the bid price. <b>Trolley Style Opener with a central top mount to include door track</b>			
Comments:						
29.3	1	HR	Optional Repair service Requests during normal business hours 7:00 a.m. - 3:30 p.m. Monday through Friday.			
Comments:						
29.4	1	HR	Optional Emergency Repair Service, afterhours, weekend and or holiday.			
Comments:						
29.5	1	RTRP	Optional Round trip charge for repair services			
Comments:						

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## Section 1 Introduction

### Purpose & Overview of the RFB Process

- 1.1** The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified on the RFB cover page and described further in Section 3 of this RFB. The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. The Iowa DOT may renew the contract(s) for up to the number of annual extensions identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB shall not be an exclusive contract.

Bidders will be required to submit Bid Responses according to the Procurement Timetable. The Iowa DOT will evaluate all responsible Bidders that submit timely responsive Bid Responses to be considered for award.

This proposal is designed to help streamline The Iowa Department of Transportation's procurement and contracting processes for overhead door needs statewide.

**The Iowa DOT is seeking bids for Overhead doors, Openers, and Repair Service per garage location.**

#### **1.2 Definitions**

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

**1.2.1 "Bid Response"** means the bid document submitted by the bidder in response to the RFB.

**1.2.2 "Contract" or "Resulting Contract"** means the contract(s) entered into with the successful Bidder(s) as described in section 4.

**1.2.3 "Bidder"** means individual, company or entity submitting a response in response to the RFB.

**1.2.4 "Iowa DOT"** means the Iowa Department of Transportation.

**1.2.5 "Participating Agency" or "Participating Agencies"** means the agency or agencies identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

**1.2.6 "Procurement Timetable"** (*on the page immediately following the RFB cover*) provide timeline, event and date information.

**1.2.7 "Purchase Order"** means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the supplier should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Bidder's forms or invoices shall be null and void.

**1.2.8 “Responsible Bidder”** means a bidder that has the capability in all respects to perform the requirements of the Bid Proposal specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

**1.2.9 “RFB”** means Request for Bid and any attachments, exhibits, schedules or addenda hereto. A written response by a Bidder shall be considered a bid and referred to as a Bid Response.

**1.2.10 “State”** means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting Contract as permitted by this RFB.

**1.2.11 “Subcontractor”** Includes every person furnishing material, equipment or performing labor as a sublet of any part of contract.

### **1.3 General**

#### **1.3.1 Owner:**

The Owner of these projects is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

#### **Project Location:**

Iowa Department of Transportation Various Garage locations across the State of Iowa. See schedule of prices for garage list.

### **1.4 Bidding Documents**

#### **1.4.1 Addenda**

- Addenda, if issued, will be posted to the Iowa DOT’s website. All addendums must be acknowledged by bidders and included in the Bid Response.
- All addenda so issued shall become part of the contract documents.

#### **1.4.2 Withdrawal Period**

Prime Contractors, subcontractors and material suppliers on these projects agree to guarantee their proposal costs and work to be performed for a period of thirty (30) days after the date of receipt of bids.

## Section 2 Administrative Information

### 2.1 Issuing Agent

The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful contractor).

### 2.2 Restriction on Communication

From the issue date of this RFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Agent.

The Issuing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted in writing to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFB will not be accepted. Questions related to the interpretation of this RFB must be submitted as provided in section 2.5. Contractors may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See Section 2.32.*

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of the RFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Contractor verbally shall not be considered part of that Contractor's proposal. Only written communications from the Contractor and received by the Department shall be accepted.

With the exception of the written Bid Response which must be submitted by Contractors in accordance with Section 2 herein, communications between the Issuing Agent and Contractors may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

### 2.3 Downloading the RFB from the Internet

All correspondence for this Bid Proposal will be posted on the Iowa DOT's website at [www.iowadot.gov/purchasing/lettingschedule](http://www.iowadot.gov/purchasing/lettingschedule). **Bidders are required** to visit the Iowa DOT's home page periodically for any and all addendums or other pertinent information regarding this bid opportunity.

### 2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Contractor submission, the Iowa DOT will issue an addendum to the RFB. All times listed are Central Times.

## 2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Contractors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the deadline stated in the Procurement Timetable. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted on or before the deadline stated in the Procurement Timetable and posted on the Iowa DOT's website (see Section 2.3) If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the bidder should immediately notify the Issuing Agent in writing of such error and request modification or clarification of the RFB document.

## 2.6 Revisions to Contractor Bid Response

Contractors who submit Bid Proposals in advance of the bid opening date may withdraw, modify, and resubmit Bid Proposals at any time until the bid opening date and time. Contractors must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Contractor shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

## 2.7 Submission of Bid Responses

The Iowa DOT must receive Bid Responses addressed to the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any Bid Response received after this deadline will be rejected and returned unopened to the contractor.

Contractors mailing Bid Responses must allow ample mail delivery time to ensure receipt by the Iowa DOT on or before the due date. Postmarking by the due date will not substitute for actual receipt of the Bid Response.

**Electronic mail and faxed Bid Responses will not be accepted.**

Contractors must furnish all information necessary to evaluate the Bid Response. Bid Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Response.

## **2.8 Bid Response Opening**

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. Bid Responses will remain confidential until a bid tabulation has been posted on the Iowa DOT's website for all bidders to view the results in the form of "Intent to Award" See Iowa Code Section 72.3.

The names of the Contractors who submit compliant Bid Responses within the time frame permitted will be available for public review after the contract has been awarded.

## **2.9 Costs of Preparing the Bid Response**

The costs of preparation and delivery of a Bid Response are solely the responsibility of the Contractor.

No payments shall be made by the State to cover costs incurred by any Contractor in the preparation of or the submission of this RFB or any other associated costs.

## **2.10 Reasonable Accommodations**

Upon request, the Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities. If accommodations are required at time of a bid opening, contact the Issuing Agent designated on the cover page.

## **2.11 Rejection of Bid Responses**

The Iowa DOT reserves the right to reject any or all Bid Responses, in whole or in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Contractor to provide services.

It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the awarded Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT reserves the right to negotiate a contract with the next lowest Bidder.

## **2.12 Disqualification**

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

**2.12.1** The Contractor states that a requirement of the RFB cannot be met.

**2.12.2** The Contractor's Bid Response materially changes a requirement of the RFB or the Bid Response is not compliant with the requirements of the RFB.

**2.12.3** The Contractor's response limits the rights of the Iowa DOT.

**2.12.4** The Contractor fails to include a *proposal guarantee*, also known as bid bond or bid security, *if required*. See Bid Response cover page and **Section 2.33**.

**2.12.5** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee (if required).

**2.12.6** The Contractor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.

**2.12.7** The Contractor initiates unauthorized contact regarding the RFB with state employees.

**2.12.8** The Contractor provides misleading or inaccurate responses.

**2.12.9** The Contractor fails to attend the mandatory Contractors Conference or Pre-Bid meeting.

**2.12.10** The Contractor's Bid Response is materially unbalanced.

**2.12.11** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Contractor is a "Responsible Contractor".

**2.12.12** The Contractor alters the Bid Proposal language in any way.

### **2.13 Nonmaterial and Material Variances**

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder's Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Contractors; that do not change the meaning or scope of the RFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

### **2.14 Reference Checks**

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the bidders Bid Response.

### **2.15 Information From Other Sources**

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Contractor's Bid Response, specifically, the Contractor's financial stability, past or pending litigation, and publicly available information.

### **2.16 Verification of Bid Response Contents**

The content of a Bid Response submitted by a Contractor is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the Bid Response.

### **2.17 Criminal History and Background Investigation**

The Contractor hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

## **2.18 Bid Response Clarification Process**

The Iowa DOT reserves the right to contact a Contractor after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Response. The Iowa DOT will not consider information received if the information materially alters the content of this Bid Proposal or alters the type of goods and services the Contractor is offering to the Iowa DOT. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.

## **2.19 Disposition of Bid Responses**

At the conclusion of the selection process, the contents of all Bid Responses will be in the public domain and be open to inspection by interested parties except for information for which Contractor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

## **2.20 Public Records and Requests for Confidential Treatment**

The Iowa DOT may treat all information submitted by a Contractor as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

## **2.21 Release of Claims**

By submitting a Bid Response, the Contractor agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFB.

## **2.22 Award Notice and Acceptance Period**

Notice of intent to award will be posted on the Iowa DOT's website at [www.iowadot.gov/purchasing/bidaward](http://www.iowadot.gov/purchasing/bidaward) Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next lowest bidder meeting the specifications.

## **2.23 No Contract Rights until Execution**

The full execution of a written contract shall constitute the making of a contract for services and no Contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Iowa DOT.

## **2.24 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

*The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.*

## **2.25 No Minimum Guaranteed**

The Iowa DOT anticipates that the selected Contractor will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor or any minimum usage of the Contractor's services.

## **2.26 Conflicts Between Terms**

The Iowa DOT reserves the right to accept or reject any exception taken by the Contractor to the terms and conditions contained in this RFB. Should the Contractor take exception to the terms and conditions required by the Iowa DOT, the Contractor's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Contractor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Contractor's Bid Response.

## **2.27 News Releases**

No news releases or other materials pertaining to this procurement, or any part of this proposal, will be made available to the media or the public, the Contractor's clients or potential clients without the prior written approval of the Iowa DOT.

## **2.28 Pre-Bid Conference**

If the Procurement Timetable indicates a Contractor's Pre-Bid Conference will be held in conjunction with this RFB, it will be held at the date, time, and location listed on the Procurement Timetable immediately following the cover page. If Attendance at the Contractor's Pre-Bid Conference is a mandatory requirement to submit a Bid Response, it will be indicated on the Procurement Timetable. The purpose of the Pre-Bid conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFB. Verbal discussions at the Pre-Bid conference shall not be considered part of the RFB unless confirmed in writing by the Iowa DOT and incorporated into this RFB. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred.

A copy of the questions and answers will be posted on the DOT website for viewing.

## **2.29 Contractors Responsibilities**

### **2.29.1 Codes, Laws and Regulations**

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to these projects. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

### **2.29.2 Licenses, Permits and Inspections**

The Bidders shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. Bidders shall pay for all licenses, permits and inspection fees required for its work. Bidders must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

## **2.30 Consideration of Bids**

### **2.30.1 Rejection of Bids**

- The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- Conditional bids will not be accepted.

### **2.30.2 Qualification of Bidder**

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the Bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

## **2.31 Performance and Payment Bonds**

### **2.31.1 Bonds**

If the contracted estimated value is \$25,000 or more, the Bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Bidder's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

### **2.31.2 Power of Attorney**

Attorney-in-fact who signs the Proposal Guarantee, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

## **2.32 Labor Regulations**

All Bidders, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.

### **2.33 Bid Bond**

Each bid must be supported by a Bid Bond in the sum indicated on the Bid Response cover page (if required). See Standard Terms and Conditions included in the Bid Proposal section A-3.

Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than indicated in the Bid Proposal. If a bid bond is submitted, it must be submitted on **Iowa DOT Form No. 131084** or **bid will be rejected**.

The bid bond from the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates are filed. All other bid securities will be returned after the award has been made.

## Section 3 General Requirements

### 3.1 Scope of Work

Bidders shall be required to furnish all materials and labor necessary for the installation of new overhead doors and openers at various statewide maintenance garages. In the best interest of the DOT Garage they reserve the right to use repair services on the overhead doors installed under contract.

The Successful bidder will be responsible for all electrical work needed for openers. In the event a vendor is unable to provide electrical services it will be the vendor's responsibility to work with a sub-contractor to complete the electrical work.

Locations that require an opener currently have electrical service available. There is no need for new circuits or wiring to be pulled removing the old opener and install the new opener to ensure operation.

Bidders shall provide prices for OH doors and openers per the following specifications: Specification Section 08 3620 - wash bay and brine buildings  
Specification Section 08 3613 - truck bays, mechanics bays and pole buildings. **Only the Pole Building doors are to not be insulated.**

Please see the requirements under specification 08 3620 and 08 3613 to determine where **stainless steel components are required.**

Bidders shall visit each site upon award to confirm actual door openings so materials for each door are ordered properly. .

Successful bidders will be required to dismantle all existing overhead doors and hardware equipment to allow for the installation of the new overhead doors. The Iowa DOT will retain the old doors and hardware. Each maintenance shop supervisor will provide a storage location for the old doors and hardware.

#### 3.1.1 Optional Service for services outside of original warranty work:

Each Garage location will determine whether to award the service options or not. Repair service, Emergency Repair Service and Round trip charges.

#### Optional Service Definitions

Bidders shall provide costs for each type of optional repair service in the Schedule of Prices

Contractor must make every effort to respond to the call and schedule all non-emergency or standard service calls within 48 hours.

Emergency calls need to be addressed within 2-3 business hours.

- Non-emergency service calls will be made by the Iowa DOT when needed during the hours of 7:00a.m. 3:30p.m. Monday- Friday. Contractors shall respond to the call within 48 hours
- Emergency calls – contractor shall respond within 2-3 hours of receipt of the service call . **Emergency**

**Service** calls will be made anytime the need arises.

**3.1.2 Service Call Types- Iowa DOT will contact the contractor when:**

1. Iowa DOT has identified the repair need.
2. Iowa DOT will send photo(s) via email to the contractor to identify the need.
3. The need cannot be fully identified by Iowa DOT staff so an on-site service call will be placed. Upon identifying the issue, the Contractor will provide an estimate for the repair if the repair is not under warranty. The estimate is to include an itemized materials list and labor for the repair. Estimated number of trip charges, and the Door number for the location. If approved, a purchase order will be issued.

**3.1.3 Warranty work,** If the repair is related to materials and/or labor still covered under the original warranty, the contractor will perform the repair at no charge to Iowa DOT but provide a repair ticket for proof of repair. No trip charges will be assessed to Iowa DOT for work covered under warranty.

**3.1.4 Trip Charges** no trip charges will be assessed to DOT on call backs for the same unresolved issue.

**3.1.6 Ordering and Installation**

Upon award of contract, the Iowa DOT will issue a purchase order for each location as proof of confirmation for successful bidders to order overhead door materials from the manufacturer.

Truck Bay, Mechanic Bay and Pole building door- orders are to be placed and installed within 30 days of receipt of a purchase order. All doors are under specification number 08 3613 must be installed no later than 04/29/2016.

Wash Bay and Brine Building door orders are to be placed and installed within 10 weeks of receipt of a purchase order. All doors under specification number 08 3620 must be installed no later than 05/29/2016.

In the event a contractor cannot meet the completion dates above the Contractor will be responsible to notify the Maintenance Shop Supervisor to determine new installation dates or resolve any ordering issues.

**3.1.7 Additional Submission requirements:** Manufacture specifications for Sections 08 3613 and 08 3620 part 1.4. All submittal information is required to be submitted at the same time as the contractors bid response.

**3.1.8** In addition to Part 2 Products section 2.1 manufacturers. The following additional Manufacturers are approved. The following Manufacturers are approved as an equal. Overhead door 592 series Thermacore insulated steel doors. RSX Commercial Opener for overhead doors.

## **3.2 Adoption of General Conditions**

**3.2.1** The General Requirements of this Contract shall include the "General Conditions", "Plans and Specifications" and any and all requirements of this RFB, as herein stated.

**3.2.2** "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.

**3.2.3** All bidder information and conditions, bid check lists and similar documents included in the specifications issued by the Iowa DOT, Ames, Iowa are hereby made a part of the General Conditions.

## **3.3 Contractor Response**

### **3.3.1 Guidelines**

- Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment (PPE), fall protection and ventilation.
- Contractor may be required to make available to the Iowa DOT all Material Safety Data Sheets (MSDS) for all products provided at time the apparent low bidder has been determined. MSDS shall be sent to the Issuing Agent (when applicable) prior to issuance of the contract.

### **3.3.2 Guarantee**

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the substantial completion date. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.

- The Guarantee shall include, but not be limited to the following elements and services:

- a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

### **3.3.3 Workmanship**

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

### **3.3.4 Use of Premises**

- All Contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.
- Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

### **3.3.5 Clean-Up**

Throughout the period of construction, the Contractor shall clean up all work and yard areas and keep the area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the Contractor shall remove all debris, tools and equipment from the project site.

### **3.3.6 Inspection and Supervision**

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the Contractor to ensure coordination of the project.
- The Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT notice no less than 24 hours in advance of installation.
- The Iowa DOT contact shall be: Daniel Apatiga for inspection after the contract is signed and product is installed. Contractor is to notify Daniel to schedule and inspection per site.

### **3.3.7 Contractors Construction Schedule**

The Successful Bidder will, at the pre-construction meeting, submit a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

## **3.4 Sub-Contractors**

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors, schedule of values, and major material suppliers at the pre-construction meeting.
- The Iowa DOT shall approve and maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," "Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of the Iowa DOT.

## **3.5 Protection of Persons and Property**

### **3.5.1 Safety and Health Regulations**

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Division of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to these projects.

### **3.5.2 Protection of Site**

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of these projects.
  - The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

## **3.6 Miscellaneous Provisions**

### **3.6.1 Iowa State Building Code**

- All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.
- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2012 where applicable.

### **3.6.2 Discriminatory Practices**

- All Contractors or subcontractors working under the terms of these projects are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.
- Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the Contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion or natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

## **3.7 Contractors Responsibilities**

### **3.7.1 Site Visit**

- It is not required but recommended that prospective bidders on these projects shall visit the job site prior to submitting a bid..  
If you are interested in visiting a site please contact Jody McNaughton at 515-239-1298
- No considerations or revision in the contract price or scope of the project will be considered by the Iowa DOT for any item which could have been revealed by a thorough on-site inspection and examination.

### **3.7.2 Conditions of Work**

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other Contractor.

### **3.7.3 Obligation**

- At the time of the bid opening, each bidder will be presumed to have read and become thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.
- Bidders are responsible for the proper submission of bids. Omissions by a bidder to examine a form, instrument, or document shall in no way relieve that bidder from any obligations in respect to their bid.

## **3.8 Bid Proposal Documents**

### **3.8.1 Plans and Specifications**

- Electronic Plans and specifications are available on the Iowa DOT's website, [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing). The Bidder is responsible for all copies of plans and specifications necessary for the execution of the work.
- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

### **3.8.2 Materials and Equipment**

- Manufacturers and products, in addition to those specifically listed, may be acceptable when it is proven to the satisfaction of the Iowa DOT that:
  - a. The level of quality proposed is equal to or better than that of the referenced manufacturer/Bidder's quality.
  - b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
  - c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.
- Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.
- Contractors must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

- **3.8.3 Alternates or Exceptions-** alternates or exceptions must be evaluated prior to the letting date listed in this proposal. For a listing of acceptable Manufacturers see section 2.1 of the attached specifications.

## Section 4 Contract Terms & Conditions

### 4.1 Contract Award

#### **Award**

It is the intent of the Iowa DOT to award a contract to the responsible bidder whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

Bid price will include all requirements listed in Section 3 to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

A "Prime" contract shall be awarded for each project for all work shown on the Drawings and described in the Specifications including Site work, General construction, Demolition, Plumbing, Mechanical, Energy management and control and Electrical work. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

### 4.2 Contract Period

See Bid Proposal timeline for dates. The date of completion shall be stated in calendar days on the Bidder's Bid Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful bidder prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

### 4.3 Liquidated Damages

Time is an essential component of the contract, and it is important that the work be completed on the or before the dates listed on the Procurement Timetable. For each calendar day that any work shall remain uncompleted beyond the substantial completion date and beyond the final completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the Bid Response cover page will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Iowa DOT shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.

Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.

The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Iowa DOT's right to collect any additional damages other than time delays, which the Iowa DOT may sustain by the failure of the Contractor to carry out the terms of the contract.

#### **4.4 Immunity of Iowa Department of Transportation**

The Contractor shall defend, indemnify and hold harmless the Iowa DOT and its officials and employees from liability arising out of or resulting from the Contractor's activities at the designated work site, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

#### **4.5 Payments and Completion of Contract**

**4.5.1** Upon completion of the project, the inspection and project acceptance will be conducted by DOT Inspector. Bidder may at this point invoice for the materials and installation required to meet the purchase order requirements. All invoice are to be itemized breaking out materials cost, labor, trip charges, and reference the purchase order number..

Payments will be processed as per the payment terms and conditions conducted with this proposal.

**4.5.2** No notification of payment being processed, no payment made to the Contractor, no partial payment, nor the entire use or occupancy of the work by the Iowa DOT shall be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

#### **4.6 Insurance Requirements**

##### *Contractor's Insurance*

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Iowa DOT shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Iowa DOT as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

- Commercial General Liability including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage
- Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

### **Bodily Injury**

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Occupation Disease \$750,000

### **Operations**

- Property Damage \$250,000 each occurrence

### **Builders Risk Insurance**

- Each Contractor holding a valid contract with the Iowa DOT shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

### **The Certificate of Insurance must include the following**

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date
- Contract Period

#### **4.7 Public Contract Termination**

The provisions of Iowa law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.

**SECTION 08 3613**  
**SECTIONAL DOORS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Overhead insulated sectional doors, electrically operated.
- B. Operating hardware and supports.
- C. Electrical controls.

**1.2 RELATED REQUIREMENTS**

- A. Section 06 1000 - Rough Carpentry: Rough wood framing for door opening.
- B. Section 07 9005 - Joint Sealers: Perimeter sealant and backup materials.
- C. Section 08 7100 - Door Hardware: Lock cylinders.
- D. Section 08 8000 - Glazing: Glazing for door lights.
- E. Section 09 9000 - Painting and Coating: Finish painting.
- F. Section 26 0534 - Conduit: Empty conduit from control units to door operator.
- G. Section 26 2717 - Equipment Wiring.

**1.3 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2013.
- C. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014.
- D. DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors; Door & Access Systems Manufacturers' Association, International; 2004.
- E. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association; 2011.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.4 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Product Data: Show component construction, anchorage method, and hardware.
- D. Samples: Submit two panel finish samples, illustrating color and finish.
- E. Manufacturer's Installation Instructions: Include any special procedures required by project conditions.
- F. Operation Data: Include normal operation, troubleshooting, and adjusting.
- G. Maintenance Data: Include data for motor and transmission, shaft and gearing, lubrication frequency, spare part sources.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

**1.5 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years of experience.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified.

## **1.6 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals for warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for electric motor and transmission.
- D. Provide 10 year manufacturer warranty for electric operating equipment.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Acceptable Manufacturers:
  - 1. Clopay Corporation: [www.clopaydoor.com](http://www.clopaydoor.com).
  - 2. Wayne-Dalton, a Division of Overhead Door Corporation: [www.wayne-dalton.com](http://www.wayne-dalton.com).
  - 3. CHI Overhead Doors: [www.chiohd.com](http://www.chiohd.com)

### **2.2 STEEL DOOR COMPONENTS**

- A. Steel Doors: Stile and rail steel with solid panels construction with standard lift operating style with track and hardware; complying with DASMA 102, Commercial application.
  - 1. Performance: Withstand positive and negative wind loads equal to 1.5 times design wind loads specified by local code without damage or permanent set, when tested in accordance with ASTM E330/E330M, using 10 second duration of maximum load.
  - 2. Door Nominal Thickness: 2 inches (50 mm) thick.
  - 3. Exterior Finish: Factory finished with acrylic baked enamel; color as selected by Architect.
  - 4. Interior Finish: Factory finished with acrylic baked enamel; color as selected from manufacturers standard line.
  - 5. Operation: Electric.
- B. Door Panels: Stile and rail construction, of steel sheet .0179 inch ( .0179 mm) thick, with welded joints; rabbeted weather joints at meeting rails.
- C. Stiffener plates to be added to top two panels.
- D. Struts required on all panels at non-insulated doors.

### **2.3 DOOR COMPONENTS**

- A. Track: Rolled galvanized steel, 0.090 inch (2.3 mm) thick; 3 inch (75 mm) wide, continuous one piece per side; galvanized steel mounting brackets 1/4 inch (6 mm) thick.
- B. Rollers: Support rollers shall have High-Density-Polyurethane (HDPE) tires. Bay doors only).
- C. Hinge Assemblies: Heavy duty hinges and adjustable rollers holders and HDPE rollers of stainless steel; floating hardened steel bearing rollers, located at top and bottom of each panel, each side (Storage and Mechanics Bay and Pole Building doors).
- D. Lift Mechanism: Torsion spring on cross head shaft, with braided stainless steel lifting cables.
  - 1. For Manual Operation: Requiring maximum exertion of 25 lbs (110 N) force to open.
- E. Sill Weatherstripping: Resilient hollow rubber strip, one piece; fitted to bottom of door panel, full length contact.
- F. Jamb Weatherstripping: Roll formed steel section full height of jamb, fitted with resilient weatherstripping, placed in moderate contact with door panels.
- G. Head Weatherstripping: EPDM rubber seal, one piece full length.
- H. Panel Joint Weatherstripping: Neoprene foam seal, one piece full length.

- I. Lock: Inside center mounted, adjustable keeper, spring activated latch bar with feature to retain in locked or retracted position; interior and exterior handle.
- J. Glazing shall be insulated, factory-sealed thermal lights (3) of 8 inch x 24 inch minimum.

## **2.4 MATERIALS**

- A. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G60/Z180 coating, plain surface.
- B. Insulation: Foamed-in-place polyurethane, bonded to facing.
  - 1. R value of 17.5.

## **2.5 ELECTRICAL OPERATION (TYPE 1 OPERATORS)**

- A. Electrical Characteristics:
  - 1. 3/4 hp (250 W); manually operable in case of power failure, transit speed of 12 inches (300 mm) per second.
  - 2. 115 volts, single phase, 60 Hz.
- B. Motor: NEMA MG1, Type 1 (Type 1 Operator), NEMA MG1, Type 4 and 12 with carwash modification (Type 2 Operator).
- C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.
- D. Disconnect Switch: Factory mount disconnect switch in control panel.
- E. Electric Operator: Side mounted on cross head shaft (Type 1), adjustable safety friction clutch; brake system actuated by independent voltage solenoid controlled by motor starter; enclosed gear driven limit switch; enclosed magnetic cross line reversing starter; mounting brackets and hardware.
- F. Control Station: Standard three button (open-close-stop) momentary type control for each electric operator. Waterproof three button, momentary type control in Wash Bay and Brine Building.
  - 1. 24 volt circuit.
  - 2. Surface mounted.
  - 3. Locate at inside door jamb (Operator Type 1).
- G. Radio Control Antenna Detector.
- H. Hand Held Transmitter: (Type 1 Operators) Digital control, resettable.
  - 1. Provide 2- programmable 4 button operators.
- I. Photo Electric Sensor: furnish system to detect obstructions and reverse door without requiring door to contact obstruction.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- B. Verify that electric power is available and of the correct characteristics.

### **3.2 PREPARATION**

- A. Prepare opening to permit correct installation of door unit to perimeter air and vapor barrier seal.
- B. Apply primer to wood frame.

### **3.3 INSTALLATION**

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Install treated lumber frame construction. See plans for location of lumber.
- C. Anchor assembly to wood frame construction and building framing without distortion or stress.

- D. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- E. Fit and align door assembly including hardware.
- F. Coordinate installation of electrical service. Complete power and control wiring from disconnect to unit components.
- G. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07 9005.
- H. Install perimeter trim and weatherstripping.

### **3.4 TOLERANCES**

- A. Maximum Variation from Plumb: 1/16 inch (1.5 mm) in ten feet.
- B. Maximum Variation from Level: 1/16 inch (1.5 mm) in ten feet.
- C. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch (3 mm) from 10 ft (3 m) straight edge.
- D. Maintain dimensional tolerances and alignment with adjacent work.

### **3.5 ADJUSTING**

- A. Adjust door assembly for smooth operation and full contact with weatherstripping.
- B. Have manufacturer's field representative present to confirm proper operation and identify adjustments to door assembly for specified operation.

### **3.6 CLEANING**

- A. Clean doors and frames and glazing.
- B. Remove temporary labels and visible markings.

### **3.7 PROTECTION**

- A. Protect installed products from damage during subsequent construction.
- B. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

### **3.8 SCHEDULE**

**Pole Building: All overhead doors are Uninsulated with no Electric Operators**

**END OF SECTION**

## SECTION 08 3620

### SECTIONAL OVERHEAD DOOR FOR WASH BAY AND BRINE BUILDING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes Sectional Overhead Door for Brine Building.
- B. Related Sections:
  - 1. Section 03 3000 - Cast-In-Place Concrete: Execution requirements for placement of accessories in concrete floor construction.
  - 2. Section 06 1000 - Wood Blocking and Curbing: Rough wood framing and blocking.
  - 3. Section 07 9005 - Joint Sealers: Perimeter sealant and backup materials.
  - 4. Section 26 2726 - Wiring Devices: Electrical requirements for equipment in this section.

##### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealed) by the Hot-Dip Process.
  - 2. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
  - 3. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 4. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
  - 5. Door and Access Systems Manufacturers Association International:
    - a. DASMA 102 - Specifications for Sectional Overhead Type Doors.

##### 1.3 SYSTEM DESCRIPTION

- A. Upward-acting Sectional Steel Overhead Doors for vehicle passage which are factory-prefabricated and counter-balanced.
  - 1. Panels; High-Density Polyethylene
  - 2. Lift type; Standard-lift track.
  - 3. Operation; Electric power operator with remote control and push-buttons.
- B. Lift Type: Standard-lift operating style with track and hardware.
- C. Operation: Electrically-powered operator.
  - 1. Wind Loads: Design and size components to withstand loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with applicable code and ANSI/DASMA 102.

##### 1.4 SUBMITTALS

- A. Section 01 3000 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit Manufacturer's product data for each type of sectional door. Include component construction, anchorage method, and hardware. Include both published data and any specific data prepared for this project.
- C. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- D. Samples: Submit two panel finish samples illustrating color and finish.
- E. Manufacturer's Installation Instructions: Submit special procedures, and perimeter conditions requiring special attention.

##### 1.5 CLOSEOUT SUBMITTALS

- A. Section 01 7000 - Execution Requirements: Closeout procedures.

## 1.6 QUALITY ASSURANCE

- A. Provide doors, tracks, counter-balance mechanisms, hinges, rollers, and mounting hardware from one manufacturer for each type of door. Provide secondary components from source acceptable to manufacturer of primary components.
- B. Perform Work in accordance with DASMA 102, Application Type; Commercial.
- C. Products Requiring Electrical Connection: Listed and classified by U.L. (Underwriters Laboratories, Inc.), as suitable for purpose specified.

## 1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience, and approved by manufacturer.

## 1.8 WARRANTY

- A. Section 01 7000 - Execution Requirements: Product warranties and product bonds.
- B. Furnish ten-year manufacturer's standard written warranty against corrosion and wear.
- C. Furnish five-year contractor's warranty against corrosion of secondary parts.

## PART 2 PRODUCTS

### 2.1 CLEAR POLYCARBONATE SECTIONAL OVERHEAD DOOR

- A. Manufacturers:
  - 1. Airlift Doors, Inc. - "Alaska" clear polycarbonate sectional overhead doors
  - 2. American Garage Door Supply, Inc. (supplier of stainless steel hardware)
  - 3. Chamberlain (Lift Master operators)
  - 4. Substitutions: Section 01600 - Product Requirements
- B. Construction shall be:
  - 1. 3-inch-thick frames, of 6063 T-3 extruded aluminum sections
  - 2. integral thermal break
  - 3. continuous-section hinge with periodic neoprene PVC bushing
  - 4. 5/8-inch-thick triple-wall translucent polycarbonate panels
- C. Track and Rollers:
  - 1. Standard-Lift track shall be; roll-formed 3-inch wide heavy-duty stainless steel track.
  - 2. Rollers shall have stainless steel stems, wear-resistant UHMW polyethylene tires, and double-sealed precision ball bearings.
- D. Operator Type 3: for Highly-Corrosive Indoor Locations with narrow side clearance: NEMA 4 and NEMA 12 enclosure. Fan-cooled TEFC motor. Center-pull, trolley style, jack-shaft type with; adjustable safety friction clutch, brake system actuated by independent voltage solenoid controlled by motor starter, enclosed gear-driven limit switch, enclosed magnetic cross-line reversing starter, mounting brackets, and hardware.
  - 1. Pushbutton Station: Waterproof standard three-button (open-stop-close) momentary contact type, with 24-volt circuit, in NEMA 4 and NEMA 12 enclosure, bracket mounted.
- E. Counterbalance Mechanism (Type 3 Operator):
  - 1. Cross-head shaft shall be stainless steel.
  - 2. Helical-wound torsion-spring counter-balance on cross-head shaft shall be galvanized.
  - 3. Lifting cables and hardware shall be stainless steel.
- F. Accessories:
  - 1. Jamb Weatherstripping: Extruded aluminum section; full height of jamb, fitted with resilient weatherstripping, placed in moderate contact with door panels.
  - 2. Head Weatherstripping: EPDM rubber seal, one piece, full length.
  - 3. Hand Held Transmitter: (Type 3 Operator) Digital control, resettable.
    - a. Provide 20) programmable, 2 button transmitter.

4. Photo Electric Sensor: furnish system which detects obstruction and reverses direction of door without requiring contact with obstruction.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Section 01 3000 - Administrative Requirements: Coordination and project conditions.
- B. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.

#### **3.2 PREPARATION**

- A. Contractor shall be responsible for ordering all parts required to produce a complete operating system.
  1. Contractor shall be responsible for corrosion resistance of all parts, mounting and fastening hardware, electric operator, and electrical enclosures and connections.
  2. Verify mounting requirements with lift manufacturer, and order extended cross-head shaft if necessary.
  3. Prepare opening to permit correct installation of door unit.
  4. Apply primer and finish coat to exposed and concealed wood surfaces.

#### **3.3 INSTALLATION**

- A. Anchor assembly to wall construction or building framing without distortion or stress.
- B. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- C. Fit and align door assembly including counter-balance hardware.
- D. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07 9005.
- E. Install perimeter weatherstripping.

#### **3.4 ADJUSTING**

- A. Section 01 7000 - Execution Requirements: Testing, adjusting, and balancing.
- B. Adjust door assembly to smooth operation and in full contact with weatherstripping.

#### **3.5 CLEANING**

- A. Section 01 7000 - Execution Requirements: Final cleaning.
- B. Remove temporary labels and visible markings.

#### **3.6 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Section 01 7000 - Execution Requirements: Protecting installed construction.
- B. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

#### **3.7 SCHEDULE**

##### **OPENING NO.: DOOR TYPE: OPERATOR TYPE:**

- |               |                           |        |
|---------------|---------------------------|--------|
| A. Wash Bay   | Translucent Polycarbonate | Type 3 |
| B. Brine Bldg | Translucent Polycarbonate | Type 3 |

**END OF SECTION**



## Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: \_\_\_\_\_

Proposal No.: \_\_\_\_\_

BRAE form due on or before: \_\_\_\_\_

Item: \_\_\_\_\_

Spec. No.: \_\_\_\_\_

Request: \_\_\_\_\_

Bidder Proposes to furnish in lieu of above: \_\_\_\_\_

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation  
Purchasing Section  
Attention: Jody McNaughton  
Email: [jody.mcnaughton@dot.iowa.gov](mailto:jody.mcnaughton@dot.iowa.gov)

Fax No.: 515-239-1538

Submitted By \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City State Zip

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

=====  
DOT USE ONLY

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Reason \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Iowa Department of Transportation BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(Contractor's/Bidder's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(City, State)

as principal, and the \_\_\_\_\_  
(Surety)

of \_\_\_\_\_ as Surety, are held and firmly bound unto the Iowa Department of

(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County \_\_\_\_\_

Bid Order # \_\_\_\_\_  
(not required by Purchasing Section)

Type of Work \_\_\_\_\_

Date of Letting \_\_\_\_\_, 20 \_\_\_\_\_.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal  
(Contractor's/Bidder's Name)

By \_\_\_\_\_  
Contractor's/Bidder's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Authorized Surety Representative

Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SEALED BID

LETTING DATE: January 20, 2016  
PROPOSAL NO: 15765  
PROPOSAL DESCRIPTION: Overhead Doors, Openers, Installation &  
Repair Service for Various Statewide  
Maintenance DOT Locations

Iowa Department of Transportation  
PURCHASING - SEALED BID PROPOSAL  
800 Lincoln Way  
Ames, IA 50010