



MADISON COUNTY

Request for Proposal (RFP)

Custodial Services

Issue Date: Tuesday, February 10, 2026

Proposal Due Date/Time: Friday, March 13, 2026

Submitted To:

Madison County Board of Supervisors
c/o Board Clerk Lance Coulter
112 John Wayne Dr
PO Box 152
Winterset, IA 50273

1. Introduction and General Requirements

Madison County (hereafter referred to as “the County”) is requesting sealed bid proposals from qualified vendors to provide **Custodial Services** for county-owned facilities. Attached is information relating to the expected services, information to be included in the proposal, a list of key dates, and the criteria that will be used to review the proposals. Services requested include:

- Scheduled custodial services
- Optional custodial services (as determined by proposer)
- On-call emergency response

The initial contract of two (2) years will cover the **three (3) county buildings** that are currently maintained with onsite custodial staff, with a potential expansion to **four (4) buildings**. The initial three (3) buildings include:

Madison County Courthouse
112 John Wayne Dr
Winterset, IA 50273

Madison County Annex
201 West Court Ave,
Winterset, IA 50273

Secondary Roads
1105 East Court Ave
Winterset, Iowa 50273

The potential one (1) additional building options include:

Elderly Services
1006 John Wayne Dr.
Winterset, IA 50273

A **pre-bid meeting and the initial 3 facility walkthroughs** will be held on **Monday, February 23rd, 2026, at 9 am**, beginning in the County Annex building conference room.

All questions regarding this RFP must be submitted in writing by **Monday, March 2, 2026**. Answers will be issued as an official addendum to all prospective bidders who attended the pre-bid meeting. No verbal instructions or clarifications will be binding.

Each bidding firm will submit **four (4) SEALED hard copies** and **one SEALED (1) digital copy (USB)** of its proposal by the **deadline of 4:00 p.m., Friday, March 13, 2026**, to:

Madison County Board of Supervisors
Attn: Board Clerk Lance Coulter
112 N. John Wayne Dr.
Winterset, IA 50273

Mark the envelope: **"Proposal for Custodial Services RFP – [Firm Name]"**.

Faxed proposals will not be accepted.

Emailed proposals will not be accepted.

For further information or questions please send an email to both of the following persons:

- Name: Supervisor Chair Heather Stancil
Email: hstancil@madisoncounty.iowa.gov

- Name: County Auditor Michele Brant
Email: mbrant@madisoncounty.iowa.gov

The County reserves the right to reject any or all proposals, waive informalities, and accept the proposal deemed in the best interest of the County.

2. Scope of Services

A. Custodial Services (Scheduled by Contractor)

Contractor shall provide custodial staff with reporting to County Facility Manager/County Administrator to perform routine and periodic cleaning on the schedule outlined in Appendix A – Detailed Task Schedule & Appendix B - Required Standards of Performance.

B. On-Call Support (Non-scheduled or After Hours)

- Response times:
 - Emergencies: within 2 hours
 - Non-emergency but time-sensitive: within 4 hours

- Routine custodial or oversight tasks shall be completed during business hours, except in cases of emergency and approved by Facility Manager/

3. County Facilities

The initial contract will cover:

1. Madison County Courthouse, 112 John Wayne Dr, Winterset IA
2. Madison County Annex, 201 W. Court Ave, Winterset IA
3. Secondary Roads, 1105 East Court Ave, Winterset IA

Potential expansion may include:

4. Elderly Services building, 1006 John Wayne Dr., Winterset IA

4. Contractor Responsibilities

- Provide and supervise all staff necessary to meet the scope of work, reporting to county Facility Manager/County Administrator
- Mandatory Background Checks:
 - All employees assigned to County facilities must undergo comprehensive federal, state, and local criminal background checks
 - No employee with a felony conviction, any crimes involving dishonesty, theft, violence, or offenses against vulnerable populations shall be assigned to County facilities
 - All employees assigned to County facilities must be able to work legally in the United States.
 - Proof of completed background checks must be made available to the County upon request
 - The County reserves the right to deny access to any employee at its sole discretion
- Provide all custodial supplies, consumables, and equipment unless otherwise specified
- Maintain required insurance coverage, including general liability and workers' compensation
- Comply with all applicable federal, state, and local laws, and with County policies regarding safety and facility access
- Awarded vendor shall coordinate a 1-2 week training/custodial turn over with current buildings and grounds staff. This is to ensure that the incoming vendor understands the expected scope of services. Any scheduled services that are not performed to standard become at Risk for payment
- Please see appendices for more detailed information and response formats.

5. Scalability of Services and Pricing

The County currently requires services for **three (3)** buildings. During the contract term, the County may add up to **one (1)** additional building, for a total of **four (4)** facilities.

- Contractors must demonstrate the ability to scale services accordingly
- Unit pricing (per building or per square foot, as applicable) provided in Appendix C shall remain valid for the addition of buildings during the contract term

- Additional facilities will be incorporated through a written amendment at the same unit rates proposed
- Contractors shall provide a clear methodology for cost adjustments if additional buildings are added

6. Proposal Submission Requirements

Proposals must include:

1. Company Profile – background, years in business, and relevant experience
2. Staffing Plan – description of custodial team staffing and qualifications
3. Scope Response – explanation of how services will be performed and managed
4. References – at least three (3) comparable clients
5. Pricing Proposal – completed Appendix C or proposal pricing sheet with similar response format
6. Insurance & Compliance Documentation

7. Evaluation Criteria

Proposals will be evaluated on:

- Experience and qualifications
- Staffing and oversight plan
- Responsiveness to Scope of Services
- References and past performance
- Cost competitiveness and clarity of pricing

8. Timeline

- RFP Issued: Tuesday, February 10, 2026
- Pre-Bid Meeting & Facility Walkthrough: Monday, February 23, 2026
- Questions Due (Written Only): Monday, March 2, 2026
- Proposals Due: Friday, March 13, 2026
- Bid opening & evaluation: Tuesday, March 17, 2026
- Anticipated Award: Between Tuesday, March 17 & 24, 2026
- Contract Start Date: Monday, June 1, 2026

9. RFP Questions

1. All questions must be submitted in writing referencing the relevant RFP section or appendix
 2. The County will issue written responses in the form of an official addendum
 3. Addenda will be sent to all prospective bidders who attended the pre-bid meeting
 4. No verbal instructions or informal communications from County staff will alter RFP requirements
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10. Submission Instructions

Each bidding firm will submit **three sealed (3) hard copies** and **one sealed (1) digital copy (USB)** of its proposal by the deadline of 4:00 p.m., Friday, March 13, 2026, to:

Madison County Board of Supervisors
Attn: Board Clerk Lance Coulter
112 N. John Wayne Dr.
Winterset, IA 50273

Mark the envelope: **"Proposal for Custodial Services RFP – [Firm Name]"**.

Late submissions will not be considered

Faxed submissions will not be considered.

Emailed submissions will not be considered.

11. Additional Instructions to Bidders & General Terms & Conditions - See Appendix D

APPENDIX A – Detailed Task Schedule

Daily

- Dry & wet cleaning restroom cleaning & sanitation, restocking of bathroom and shower supplies, drinking fountain cleaning and sanitation, trash removal. Only if needed: spot mopping & vacuuming, spot clean any glass to remove smudges and fingerprints

Weekly

- Vacuum offices, meeting rooms, common areas, entry mats with HEPA filtration vacuum
- Mop hard floors where necessary, always detailing restrooms and showers
- Clean interior glass and entry doors
- Dry and wet cleaning of showers in Secondary Roads building(s)
- Wipe down locker exteriors, benches, hooks, and seating areas in Secondary Roads buildings
- Wipe clean all public counters & lobby/hallway furniture
- Disinfect high-touch surfaces (light switches, doorknobs, phones, etc.)

Monthly

- Clean interior windows and glass
- Deep clean restrooms
- Clean/Wax/buff hard floors
- Low-dusting (up to 7 feet) of fixtures, ledges, doors, baseboards, windows, walls and surfaces
- Dust office desks and workstations (where access is granted)

Quarterly

- High-dusting (same items as monthly but above 7 feet) and vent cleaning
- Exterior entry glass cleaning

Annually (or upon request by the Facility Manager/County Administrator)

- Carpet spot cleaning or extraction/deep cleaning

On-Call / Emergency (After Hours)

- Respond to urgent facility needs
- Coordinate vendor dispatch
- Provide written incident report to Facility Manager/County Administrator and BOS within 24 hours

Schedules for above shall be shared with both Facility Manager/County Administrator and BOS.

Winning bidder and their staff shall report to the Facility Manager/County Administrator for direction. Services in office areas are only to be performed on business days (non-holidays) during business hours

with county staff present unless previously approved in writing by Facility Manager/County Administrator. Service schedules will clearly depict when each service identified will be completed. These schedules will be posted, signed, and sent weekly to the Facility Manager/County Administrator and BOS. The signed copies will then go into a logbook (binder) to be maintained at each facility. This requirement will provide accountability on the vendors' behalf of what services were/were not completed when and by whom. These documents will further assist in tracking contract compliance. The county may request that any contracted employee that fails to meet the standards of performance three (3) times be replaced.

The Contractor shall maintain a detailed inventory of all vendor janitorial/custodial material and equipment by building, floor, and room number. A copy will be provided to the county. The County is not responsible for loss or theft of vendor material or equipment. The inventory will have the following data elements at minimum:

- Item Description and picture
- Make/Model
- Serial/Stock Number Janitorial carts shall be inventoried weekly (by signature roster) and kept neat and orderly.

Equipment will be maintained so as to provide sanitary conditions.

APPENDIX B - Required Standards of Performance

Empty/Remove Trash and Recyclable Receptacles

All waste baskets and other trash containers shall be emptied and returned to their initial location. Boxes, cans and papers that are placed near a trash receptacle and marked "Trash" shall be removed. Any obvious soiled or torn plastic trash receptacle liners will be replaced with a new liner as needed. Trash shall be disposed of in plastic bags and secured with bag ties. Pick up any trash that may fall onto the facility or grounds during the removal of or act of collecting trash. Trash will be taken to the designated dumpster/bins located near the building. Material will be dumped from all bags/boxes/containers during entry and plastic bags removed and disposed of as waste. Trash receptacles will be wet cleaned to remove spills or stains that occur when the liners break or tear to keep the receptacles clean.

Vacuum Carpet

Vacuums with Beater bars will be used monthly. After being vacuumed, the carpet floor shall be free of all visible litter, debris, and soil. This includes vacuuming under the furniture. Any spots will be removed as soon as noticed. All torn carpet, unraveling, seam damage, and damage in general will be brought to the attention of the Facility Manager/County Administrator.

Cleaning Carpet

Rugs or carpets shall be cleaned by shampooing. Prior to shampooing rugs or carpets, they shall be brushed against the pile direction to loosen soil and open pile tufts. The loosened soil shall then be removed by vacuuming. Ink, oil or other stains shall be spot cleaned. Shampoo cleaning shall be accomplished using a concentrated detergent solution manufactured for this purpose. The shampooing operation shall be in accordance with the manufacturer's directions. The shampooing operation shall be followed by vacuuming the shampoo solution from the carpet, then by brushing with the pile lay and being allowed to dry.

Floor Maintenance

Chairs and trash receptacles shall be tilted or removed to maintain floors underneath. After receiving floor maintenance, the entire floor shall have a uniform, glossy appearance free of scuff marks, and other stains, and shall have a uniform coating of floor finish. All floor maintenance solutions shall be removed from baseboards, furniture, and trash receptacles. After all cleaning operations have been completed, all office furniture or other items moved shall be returned to their original location and the area will be left in an orderly condition. Floor maintenance includes mopping, dry buffing, spray buffing, stripping and waxing. After being cleaned the floor shall have a uniform lustrous appearance, with no streaks, swirl marks, detergent residue, and any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks, mop streaks, nor buffer damage to furniture, wall, baseboards, nor mop strands or buffer pad particles remaining in the area. Any wet or slippery surfaces will be marked as such to ensure the safety of contractors and employees until the potential hazard is no longer an issue.

Sweep/Vacuuming Floors

After the floor has been swept/vacuumed, the entire floor surface including corners and abutments shall be free of litter dust and foreign debris. Chairs and trash receptacles shall be tilted or moved to sweep/vacuum underneath, then returned to their original location.

Low Dusting

After low dusting, all dust, lint, litter and soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, cubicle tops, tops of furniture, and other types of office furniture and equipment to include horizontal ledges, windows sills, blinds, hand-rails, etc., to 7 feet above floor level.

High Dusting

After high dusting, all dust, lint, litter, and dry soil shall be removed from all surfaces above 7 feet from the top of the floor surface.

Wet Clean

Remove smudges fingerprints, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil.

Clean Drinking Fountains

Remove all obvious soil, streaks, and smudges from the drinking fountains and cabinets, then disinfect all polished metal surfaces, including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Abrasives shall not be used on plated metal surfaces.

Clean Interior Glass and Mirrors

Interior glass surfaces include windows, doors, and mirrors. After the glass has been cleaned, all traces of film, dirt, smudge, water and other foreign matter shall be removed from frames, casing, sills and glass.

Clean Toilets/Urinals

Remove all fecal matter, urine, dust, debris, & other from both inside & outside the entire fixture, the toilet lid, and attached plumbing. Remove all bowl rings and discoloration to present a clean shiny appearance. Disinfect daily. Upon completion of service all toilet seats will remain up. Restock soap and paper products, empty trash and replace liners as needed.

Clean Shower areas

Clean and disinfect showers, shower stalls, walls, curtains, and doors. Scrub and sanitize floors, drains, and grout.

Secure Area (SA)

Defined as department areas which contains levels of data & information above confidential or deemed confidential/restricted. Some of these areas require confidentiality training or specialized access. These areas are identified as potential risk areas and require county employees to oversee & or be present while receiving scheduled services (normally during business hours). Departments that contain secure areas will create a service schedule to be approved by the county BOS and Facility Manager/County Administrator for submission to vendor.

Limited Access

Identified by Contract Manager and attached floorplans. If scheduled services are not completed due to limited access they will be "waived" until the next scheduled service. Vendor will ensure to document areas (individual or specific office by name/room number) where access is restricted in order to cover the attempted service.

Authority

Winning bidder and their staff shall report to the County Facility Manager/County Administrator regarding contracted custodial duties and compliance. The Madison County Board of Supervisors is the only authorized entity to make contractual changes. Vendor will NOT make changes to any contracted services at the request of unauthorized individuals. If recommendations arise directly to or from the vendor or County Facility Manager/County Administrator, they should be appropriately documented and deferred to the BOS for a response or approval.

APPENDIX C – Pricing Proposal Form

Section 1 – Custodial Services for initial 3 buildings (Scheduled)*

Description	Frequency	Monthly Cost	Annual Cost	Notes
Dry & wet cleaning restroom cleaning & sanitation, restocking of bathroom and shower supplies, drinking fountain cleaning and sanitation, trash removal. Only if needed: spot mopping & vacuuming, spot clean any glass to remove smudges and fingerprints	Daily	\$	\$	
Vacuum offices, meeting rooms, common areas, entry mats with HEPA filtration vacuum Mop hard floors where necessary, always detailing restrooms and showers Clean interior glass and entry doors Dry and wet cleaning of showers in Secondary Roads building(s) Wipe down locker exteriors, benches, hooks, and seating areas in Secondary Roads buildings Wipe clean all public counters & lobby/hallway furniture Disinfect high-touch surfaces (light switches, doorknobs, phones, etc.)	Weekly	\$	\$	
Clean interior windows and glass Deep clean restrooms Clean/Wax/buff hard floors Low-dusting (up to 7 feet) of fixtures, ledges, doors, baseboards, windows, walls and surfaces Dust office desks and workstations (where access is granted)	Monthly	\$	\$	
High-dusting (same items as monthly but above 7 feet) and vent cleaning Exterior entry glass cleaning	Quarterly	\$	\$	
Carpet spot cleaning or extraction/deep cleaning	Annually or as needed	\$	\$	

** Bids can be provided on a per building basis. Please provide a separate pricing estimate for potential 4th building*

Section 2 – Optional Custodial Services

Description	Frequency	Monthly Cost	Annual Cost	Notes
Optional Custodial Services (describe)		\$	\$	

Section 3 – On-Call / Emergency Response

Description	Rate per call	Rate hourly	Notes
After-Hours On-Call - Emergency			
After-Hours On-Call - Non-Emergency			

Section 4 – Total Contract Cost

Category	Monthly Total	Annual Total
Custodial Services	\$	\$
Optional Custodial Services	\$	\$
On-Call Emergency response	\$	\$
TOTAL CONTRACT AMOUNT	\$	\$

Contract Terms:

- Initial contract term: two (2) year with renewal options subject to Board of Supervisors approval
- Requirements as outlined in this RFP and Appendices

APPENDIX D: INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word "COUNTY" refers to the COUNTY OF MADISON, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
3. **BID FORM** - Each Bidder must submit an original Bid (if a bid form is attached it must be used) plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. If a bid form is attached, the County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
4. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
5. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
6. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
7. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
8. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
9. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.

10. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless the County of Madison, its officers, and its employees, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the County, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.
12. **BID REJECTION OR PARTIAL ACCEPTANCE** - The County reserves the right to reject any or all Bids. The County further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the County.
13. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
14. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.
15. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
16. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference.
17. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic means, other than specified herein, are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
18. **MISCELLANEOUS** - The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.
19. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the County.
20. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

21. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.
22. **TERMINATION OF AWARD FOR CONVENIENCE** - The County may terminate the award at any time without penalty or fee by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least sixty (60) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
23. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.
- a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
 - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
24. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.
25. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
26. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
27. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
28. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

29. **METHOD OF AWARDING/QUOTING** - The County reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an “all or none” condition, the County may consider your bid non-responsive and reject the entire bid.
30. **TAXES** - The County of Madison is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
31. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to disclosure under Iowa Code Chapter 22 unless otherwise held confidential under Chapter 22 upon opening of the bid, which is otherwise known as the “Iowa Open Records Law”. By submitting any document to the County of Madison in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of Madison and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County of Madison and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Madison arising from any bid opportunity.
32. **PURCHASE ORDER** – Purchase Orders will not be issued from the County of Madison.
33. **“NO GIFT” STANDARD** - The County of Madison is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our “No Gift” standard. The “No Gift” standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of the value.
34. **CONFLICT OF INTEREST:** Disclose any potential conflicts; warrant none exist at contracting.
35. **SEPARATE CONTRACT REQUIRED:** Submission of a proposal does not create a contract; a formal, signed contract will be executed with the selected vendor that complies with the requirements of this RFP. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the County may reject the Proposal, in its sole discretion. The County reserves the right to either award a Contract without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the County would be served.

APPENDIX E: MINIMUM INSURANCE REQUIREMENTS

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance, with proof provided upon request:
1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.
 2. The County reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars (\$15,000,000) from bidders, should the project represent an elevated hazard level to the County as determined by the Madison County Board of Supervisors.
 3. Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
 4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
- B. Should the bid require design elements (i.e. architectural, engineering, or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
1. Madison County will be named as an additional insured with respect to all casualty insurance policies.
 2. Certificate of insurance will be submitted to the County Auditor's Office prior to commencement of the contract/agreement and shall include a thirty-day notice of cancellation provision.
 3. If the outside party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Madison County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.
 4. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Madison County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:
 - a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
 - b. is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

c. Each contract/agreement shall contain the following language (when applicable): Contractor/Permitee/Licensee agrees that for all work done in the county road right of ways, easements and county property, it shall be solely responsible for work zone safety and shall hold the County harmless and agree to indemnify the County for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project