

BILL C. PEACOCK  
Director - Purchasing



**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**PURCHASING DEPARTMENT**

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7247 • Fax (770) 920-7219

June 5, 2018

Subject: Douglas County, Georgia, Board of Commissioners  
Request for Proposals – Electronic Content Management (ECM) System  
Solicitation 18-011

Dear Gentlemen/Ladies:

Enclosed please find the Douglas County Board of Commissioners, Request for Proposals from qualified firm(s) or organization(s) to provide a suitable replacement solution for their current system PaperFlow and PaperVision.

Your sealed proposals, one (1) original unbound and five (5) bound copies, in response to this Request are due **no later than 2:00 p.m. ET, Friday, July 13, 2018**. All sealed proposals must be submitted to the Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, GA 30134. All proposals must be submitted by this date and time and will be publicly opened. You are invited to attend, or submit your proposals prior to the deadline as stated in the attachments. Each response should be marked on the outside of the envelope with: **“Solicitation No. 18-011, “Electronic Content Management (ECM) System” and the words “Proposal”**.

Questions regarding this Request for Proposals are to be delivered to:

Douglas County Purchasing Department  
Mr. Bill Peacock, Purchasing Director  
8700 Hospital Drive  
Douglasville, Georgia 30134  
Fax: 770.920.7219  
Email: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us)

All questions must be received no later than seven days (7) before the due date of the proposals either by e-mail, mail or fax. No questions by telephone will be accepted. No other County staff or officials associated with this Project should be contacted regarding this proposal.

Thanking you in advance for your interest and looking forward to your participation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bill Peacock". The signature is fluid and cursive, with the first name "Bill" being more prominent and the last name "Peacock" following in a similar style.

Bill Peacock  
Purchasing Director

ATTACHMENT



# **Douglas County Board of Commissioners**

## **Request for Proposals**

**To Provide**

**Electronic Content Management (ECM) System  
for the Douglas County Records Department**

**Solicitation No. 18-011  
Proposals Due: July 13, 2018, 2:00 PM**

**Douglas County Board of Commissioners  
Purchasing Department  
8700 Hospital Drive  
Douglasville, GA 30134**

**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**Electronic Content Management (ECM) System**  
**Douglas County, Georgia**  
**Request for Proposal 18-011**

**A. Company Description**

The Douglas County Records Department encourages and coordinates the systematic, cost-efficient creation, maintenance, and accessibility of official county government records. In establishing a records management program, the department ensures that information will be available as needed by government officials, employees, and the public, that obsolete records are disposed of in accordance with legal procedures, and that records of continuing value are preserved for research.

**B. Purpose of the RFP**

The Douglas County Records Department is looking for a provider for an Electronic Content Management (ECM) system that can provide a suitable replacement solution for their current system PaperFlow and PaperVision. The county Records Department is currently using an unsupported version of PaperVision that no longer has an active maintenance and support contract. The county currently has 1,800,000~ records with 51~ “projects/ document types” in the system. The new system should be setup to both contain all migrated images & metadata from PaperVision as well as to add additional images to those document types in the future as well as create new ones. The provider will provide all project management, discovery, migration, installation and training as part of this project.

**C. Project Objectives**

The objectives of the project are to:

- Migrate existing images into new imaging software.
- Convert paper documents to electronic and enable more efficient retrieval of queried information.
- Increase information accuracy by capturing information electronically at the point of creation rather than having information transcribed later in the process.

**D. Key Requirements**

The technology should include, but not necessarily be limited to, the following features:

- Import from folder
- Automated classification and extraction of metadata from documents
- Unstructured data extraction with all capable of learning new documents and where to extract data
- Database integration
- Launch document searches from other applications
- Records Management – manage to retention periods
- Secure access and granular permissions management

**E. Background Information (Existing Records)**

The Douglas County Records Department is currently using an un-supported version of PaperVision to store electronic records. Here are some additional details on the current environment:

- 1,800,000~ documents to migrated (tiff images)

- 51~ project/document types to be migrated
- 151 GB database & image file size
- The selected vendor is required to migrate all existing data including both metadata and images to the solution their proposing
- Documents are currently imaged into PaperFlow, and are viewed by end users using PaperVision. The indexing data is stored in an access database and a SQL database

#### **F. Scope of Services and Requirements**

- Douglas County Records Department prefers the system to be based on premises.
- The system must run on Microsoft currently supported Windows® operating systems.
- The system must completely secure the document files from any user access outside of the application program. End users must not have file access in any manner other than through the application program.
- The system must allow for client user interface configuration.
- The system must allow efficient management of Authentication, Content Access and Workflow Processes – Administration of access must be assigned to on-site users specified by the Records Administrator.
- The creation of a document repository or index database configuration for a document application must be completely wizard driven.
- The system must be capable of connecting to other SQL databases such as existing MS-SQL, and Oracle via a native direct db connection – any ODBC Source.
- The system must provide full-text indexing of scanned documents, imported TIFF images, PDF's, emails or MS-Office® generated documents with ability to search by any word or phrase as a standard feature.
- The system must be capable of locating all instances of searched text, highlighting the found text on each page, and moving from the first instance to the next.
- The system must allow the user to use a “drop down” list to populate a metadata field for either storage or retrieval of a document.
- The “drop down” list must be made up from a listing of entries already in the system database for each specific field, from a static text file assigned to the specific field, or from a dynamic ODBC source assigned to the specific field, or from any combination of the three.
- The system must provide a means of requiring field entries to be selected from the “drop down” list only.
- The system must provide a means of requiring an entry in any index field. A document cannot be stored if the index field is left empty.
- The system must allow the user to search from either the index field level or from an “Explorer” like folder hierarchy or both, at any time.

- The system must provide the ability to store documents via “drag and drop” into the “Explorer” like folder hierarchy, assuming the index data up to the level on which the document was “dropped”.
- The system must allow the user to capture metadata or any search “result list” portion of the index database as a .dbf or a text delimited file at any time.
- The resulting export file must contain both user-entered field data as well as all system data for the related images.
- The index system must provide a means for the user to search across any number of multiple document libraries or databases in a single search.
- The system must provide search capability using ‘and’, ‘or’ and wildcard options either within one field or between different fields.
- The system must provide a simple, user friendly, structured means of selecting and writing the entire contents of a file cabinet – database and images - to an external media such as CD or DVD for the purpose of offline, offsite and/or security storage.
- The system must provide the ability to write ALL documents in a file cabinet to a single media (within the capacity of the media) in one process.
- The retrieved documents may be viewed in the standard viewer, printed, exported to the file system, or emailed or faxed from local email or fax software drivers within the security parameters assigned to the user.
- The system must allow the administrator to set security controls over each user for system access, document access, and function access.
- The system must provide the ability to allow or prevent users from modifying metadata.
- The system must provide the ability to track and log the activity associated with each document, tracking user access and subsequent activity for each retrieved document.
- The system must allow the Administrator to configure users to perform specified functions, restricting them from performing undesired functions.
- The system must provide the Administrator with a complete audit file for review of the access to all documents stored in the file cabinet.
- Administrator must be able to customize log files for recording specific functions.
- Administrator must be able to customize log files for recording actions of specific user.
- The system must have licenses to enable 5 named users & 5 concurrent users for an unlimited number of users to use the system (retrieve documents, authenticated participation with forms and workflow, capture and store) and enable up to 5 users accessing the system simultaneously.

- The user license must allow the system administrator to configure and set various controls over each individual user as well as user groups.
- The user license must allow the system administrator to assign users to Groups.
- The user license must allow Profiles and Groups to be assigned to Roles for easily controlling user access and function rights.
- Users must authenticate to the system to retrieve a document.
- The system will log ALL user activities.
- The system must provide the administrator the ability to make changes to impacting the information architecture (adding a field, change names of fields, etc.).
- The system shall identify and present the record folders and records, including record metadata, that are eligible for destruction, as a result of reaching the retention expiration phase in their life cycle.
- The system shall, for records approved for destruction, present a second confirmation requiring authorized individuals to confirm the delete command, before the destruction operation is executed.
- The system shall delete electronic records approved for destruction in a manner such that the records cannot be physically reconstructed.
- The system shall provide an option allowing the organization to select whether to retain or delete the metadata of destroyed records.
- The system shall restrict the records destruction commands to authorized user roles.
- The system shall provide documentation of destruction activities. This documentation shall be stored as records.
- The system must have the ability to perform zone OCR, page OCR and data extraction and separation on text, data import, file import, data output to external media, connection to legacy applications (PC and mainframe), and internet/intranet connectivity without code level programming to integrate these functions.
- The system must allow any authorized user who is storing documents to enter metadata by typing in filed values.
- The system must allow any authorized user who is storing documents to enter data via on demand OCR capture directly from a scanned image.
- The system must allow any user who is storing documents to enter data via drop down list selection.
- The system must allow any user who is storing documents to enter data directly and/or associate with existing entries in an ODBC source or system database.

- The system must provide the ability to capture documents to be stored into a folder for subsequent batch processing.
- The system must allow the user to change the name of a document in the captured documents folder for identification and processing uses.
- The system must allow the user to place both captured but not stored documents and stored documents into a “pending” file and schedule an “action date,” providing a notification to the user that a document is pending some action.
- The system must allow users to annotate a document with highlighting, drawing or text entries.
- The system must allow users to annotate documents.
- The system must allow masks to be established for metadata fields. These masks must force a specific format for entered data as well as restrict the incorrect characters from being entered such as a numeric value when a text value is required.
- The system must allow users to add a voice annotation to a document. The annotation must not in any way modify the original document once stored into the repository.
- The system must allow annotation of documents and for them to be printed with or without annotations, depending on the rights assigned to the user.
- The system must allow the user to easily zoom an area of a document using the mouse or key controls.
- The zoomed area must be transferable and printable.
- The system must allow the user to select a portion of the image and perform the following actions:
  - OCR text and copy it to the clipboard or an index field.
  - Read a barcode or text and copy it to the clipboard or an index field
  - Copy the image selection to the clipboard
- The system must allow the user to return to the full image view from a zoomed view with a single click of the mouse or by key control.
- The system must allow the user to rotate the image in 90° increments and be visually made aware of the current rotation
- The system must allow the user to print documents either from the “result list” or from the image viewing window, using MS Windows® printer driver functions. To locally connected or network connected printing devices.
- The system must allow the user to display thumbnail views of all pages of multiple page documents on demand from the search Result List.

- User must have the ability to enlarge or reduce the size of the thumbnail image to display more or fewer pages simultaneously.
- User must easily have the ability to go to a specific page within the document from with the thumbnail view.
- The system must allow the user to simultaneously create multiple copies of retrieved pages in separate viewing windows.
- The system must allow the user to search for a word in any document after it is retrieved.
- The system must be capable of highlighting all instances of the word found from the above search.
- The system must be capable of importing any type of Windows<sup>®</sup> application file, or generated document, including Word, Excel, WordPerfect, PowerPoint, PDF, JPG, CAD, or other files.
- The system must be capable of storing these imported documents in their native format.
- The system must allow for the creation of as many document repositories as needed at no additional charge.
- The system must be capable of either displaying imported documents in the standard provided viewer, or by automatically launching the appropriate native application viewer on the local viewing workstation.
- The user must be capable of combining single images into a multi-page document, and separating a multi-page document into single pages on demand prior to the storage of the documents.
- The system must be capable of attaching all pages of a document to an email as single images or as a single, multi-page image as determined by the user.
- The system must enable users to save searches.
- The user must be able to email or fax any document from either the retrieved search result list.
- When printing a document the user must be have the option of printing the entire document or specified pages.
- When emailing documents, the user must have the option of emailing the entire document or the current page.
- The system must include the ability to control ISIS driven scanners and TWAIN driven scanners simultaneously by each user workstation.
- The system must provide a means of storing and naming the various settings of a scanner for different document requirements.
- The system must allow any authorized user to control the scan function from within the user interface.

- The system must allow any authorized user to drag and drop documents from the desktop into a folder hierarchy view for storage.
- The system must provide the ability to monitor a local or network directory and automatically pull any specified document types into the capture folder for further indexing and storage. The system shall have the ability to monitor multiple folders allowing for multiple import jobs to be customized.
- The system must be capable of automatic extraction of index criteria from the scanned document using OCR technology to read text and bar code data.
- The system must provide the ability to read multiple types of bar codes in any position on the scanned image and automatically place the data into specified index fields.
- The system must provide the ability to separate scanned documents based on the recognition of a bar code or text data captured from the read process.
- The system must provide the ability to automatically enhance images and/or rotate, based on text orientation during the read process.
- The system must provide the ability to create, name and save multiple templates for zone OCR or bar code data capture from scanned images.
- Unlimited unstructured data extraction of metadata values from document images. For example, extract data from invoices without template OCR. System must be able to learn new document types and extract data with a high degree of confidence without coding or extensive customization.
- The system must optionally provide the means to read an external data file to update index information for either documents in the process of being stored, or for documents already stored into the file cabinet.
- The system must be capable of reading an external data file and creating entries in the database from this file with or without an associated image.
- The system must provide the ability to use external ODBC data sources.
- The system must provide the ability to monitor a local or network directory and identify specified document types for import into the document management system.
- The system must be capable of reading imported documents via OCR and bar code recognition to automatically index and store these documents into the content management system.
- The system must optionally provide a means to automatically run stored job processes that can launch the function that will read bar codes or text from zones on the document, enter fixed index entries, look up related data from an external data file to update index information for documents during the process of being stored. The system must be able to process documents differently based on specified values.
- The system must be capable of connecting to other windows based applications via a background connection using hot keys to transfer data from one application to another.

- The system must provide the ability to allow authorized users to retrieve documents via a secure internet or intranet connection.
- The system must provide internet/intranet access to all licensed simultaneous users.
- The system must provide the ability to allow authorized users to store documents via an internet or intranet connection.
- The system shall provide the capability for only authorized individuals to create, edit, and delete record metadata components, and their associated selection lists
- For records that are being filed via user interface, the system shall provide the user with the capability to edit the record metadata prior to filing the record, except for data specifically identified as not editable. For documents filed automatically, the system shall provide the user the option of editing the record metadata prior to filing.
- The system must provide the ability to validate metadata
- The system must provide the ability to present fixed select lists for certain fields to ensure data entry consistency.
- The system must provide the ability to present external select lists with classification terms provided from external files or ODBC sources.
- The system must provide ability to do range searches on date and numeric fields.
- The system must provide the ability to search using index words and with wildcards.
- The system must provide the ability to perform complex searches with relational or logical operators and by alphabetical ranges within individual fields.
- The system must provide the ability to perform a Hierarchical search.
- The system must provide the ability to present select lists (or “Drop Down” lists) for each database field.
- The system must provide the ability to display retrieved documents along with the corresponding index words in a result list.
- The system must be capable of searching for related / linking documents while viewing a document. For example: while viewing a PO, search for the related invoice(s), with the corresponding same PO Number as a metadata value.
- The system must provide the ability to display occurrences of the search word or phrase after full-text search within the document page in the viewer

## **PROPOSAL SCHEDULE**

### **Electronic Content Management (ECM) System**

#### **Douglas County, Georgia Request for Proposal 18-011**

The Bidder has carefully examined and fully understands the Contract, Scope of Work, and other Documents hereto attached, and have satisfied itself as to the requirements of the Work, and hereby agrees that if its proposal is accepted, it shall contract with Douglas County according to proposal Documents entitled **Electronic Content Management System for the Douglas County Records Department** and Addenda No(s).\_\_\_\_\_

The undersigned proposes to furnish all services required by them in accord with said documents, for the sum as follows:\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

*Douglas County reserves the right to delete section(s) from the project(s) based on budget and/or other restraints thereby reducing the Lump Sum total accordingly.*

The Undersigned agrees to commence work within 10 days of the date of Notice issued by Douglas County and to commit adequate staff to substantially complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

| Addendum No. | Date  | Addendum No. | Date  |
|--------------|-------|--------------|-------|
| _____        | _____ | _____        | _____ |
| _____        | _____ | _____        | _____ |
| _____        | _____ | _____        | _____ |

**Certification of Non-Collusion in Bid Preparation** \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE COUNTY COUNCIL WITHIN NINETY (90) DAYS OF THE DATE OF PROPOSAL OPENING, TO FURNISH ANY OR ALL OF THE SERVICES UPON WHICH THE ABOVE FEES ARE STATED.**

COMPANY \_\_\_\_\_

COMPLETE PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S SIGNATURE  
\_\_\_\_\_

PRINT AUTHORIZED REPRESENTATIVE'S NAME  
\_\_\_\_\_

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **PURPOSE**

1. The purpose and intention of this invitation to bid issued by the Douglas County Purchasing Department is to afford all suppliers an equal opportunity to bid on all operating supplies, services, equipment, maintenance and repairs that are listed in the accompanying documents.

### **SPECIFICATIONS**

2. Whenever standard Douglas County specifications are specified in any invitation to bid, or request for proposal, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and at the same time protect the integrity of the purchasing process. It is the overall intent of the specifications to insure that the minimum needs of the County are met.

Brand or trade names used herein are intended to establish quality standards, and are not intended to limit or eliminate competition.

The County does reserve the right to specify that particular specifications be strictly adhered to, and brand or trade names not be substituted.

### **PURCHASING POLICY**

3. All bidders are hereby put on notice that, in all purchasing and related activities, the Douglas County Purchasing Department shall pursue a policy of securing the greatest possible economy consistent with grades of quality of supplies and services that are adapted to the purpose for which they are required.

### **AWARD OF CONTRACT**

4. The award of all contracts will be made in conformity with the above purchasing policy. Douglas County reserves the right to award items separately, grouped or on an "all or none" basis and to reject any or all bids and waive all informalities.

### **PRICING**

5. All prices should be quoted in the unit of measure as required and shall be firm until bid is awarded unless otherwise specified.

### **CANCELLATION OF CONTRACT**

6. In any of the following cases the Purchasing Department has the right to cancel any contract entered into under these Purchasing Rules and Regulations;

- a. Breach of Contract;
- b. In the event the contractor fails to furnish a satisfactory performance bond within the time specified, when such bond is required;
- c. Failure of the contractor to make delivery within the time specified in the contract;
- d. In the event any commodity of equipment is rejected for failure to meet specifications, non-conformity with sample or the items are not in good condition when delivered;
- e. Wherever the contractor is guilty of misrepresentation; i.e., misbranding of food or drugs;
- f. Wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means, or the contract conflicts with any statutory and constitutional provision of the State of Georgia or the United States; or
- g. Wherever Douglas County deems that a cancellation is in the best interest of the County provided that the Vendor be notified of such cancellation prior to production and/or shipment.

### **PERFORMANCE BONDS**

7. Douglas County reserves the right to require a performance bond on all awards over \$1,000.00.

### **NON PERFORMANCE**

8. In the event contractor fails to perform in accordance with the specifications, the contractor will be deemed to be in default. The Purchasing authority shall notify the contractor verbally and in writing of incidence of nonperformance. If the contractor fails to perform in accordance with the contract specifications, within five (5) days after notice, as provided herein, the Purchasing Manager shall take appropriate action including but not limited to contract cancellation, collection proceedings, suspension or disbarment.

### **SUBSTITUTIONS**

9. If bidding other than specified in the bid proposal, state brand, model number and submit illustrations and descriptive literature with bid in order that quality, suitability, and compliance with the specifications may be determined. Failure to do so may cause your bid to be disqualified.

### **DISCOUNTS**

10. Discounts will be considered when making an award.

### **QUANTITIES**

11. Douglas County reserves the right to increase or decrease the quantity as necessary at the same prices and terms stated in sellers bid proposal.

**DELIVERY**

12. All deliveries shall be F.O.B. Douglas County, Georgia. If the vendor fails to make delivery within a satisfactory time, Douglas County reserves the right to cancel the item and to purchase elsewhere charging the re-procurement costs, i.e., increase in price, cost of handling (if any), to the original vendor making the unsatisfactory, late or non-delivery cause for cancellation.

**PAYMENT**

13. Payments will not be made in advance. Payments will be made after satisfactory delivery and acceptance by Douglas County for goods and/or services based on the actual quantities installed and unit prices submitted on the Bid Form. This supersedes any Payment/Unit Price included in the bid documents and specifications.

**BID RESPONSE**

14. Bids should be submitted on the forms provided for this purpose and should be filled out with ink or typewritten and signed in ink. Do not erase, correct or white over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each one should be initialed. Failure to comply with these requirements may cause your bid to be disqualified.

**CONTRACTUAL SERVICES**

15. At the option of Douglas County and acceptance by the contractor this contract may be extended for two (2) additional twelve (12) month periods not to exceed 36 months at the same terms and prices.

**INSURANCE**

16. For general contracting exposure.

**A) INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. The Contractor and Subcontractors shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of their employees employed at the site of any Douglas County project, at statutory limits. The Employer's Liability shall have limits not less than \$500,000.
2. Comprehensive General Liability Insurance – shall be in limits no less than \$1,000,000 combined single limit per occurrence for aggregate or property damage. Property damage insurance shall be in broad form including complete operations.
3. Automobile liability coverage for owned, non-owned and hired. Such insurance shall be in limits no less than \$1,000,000 combined single limit per occurrence.
4. Professional liability shall be in limits no less than \$2,000,000 each claim made, and annual aggregate of \$3,000,000

#### **B) OTHER INSURANCE PROVISIONS**

##### 1. General Liability, and Automobile Liability insurance

- A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's with regards to any liability arising out of activities performed by or on behalf of the Contractor.
- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.
- C. The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Douglas County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ninety (90) days' prior written notice by certified mail, return receipt requested, has been given to the Owner, Douglas County, Georgia, in care of the Douglas County Purchasing Department.

#### **C) ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or otherwise acceptable to the Owner.

**D) VERIFICATION OF COVERAGE.**

Contractor shall furnish Douglas County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. Douglas County further reserves the right to require complete, certified copies of all required insurance policies at any time.

**E) SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Douglas County may request evidence of subcontractor's insurance at any time.

**LOCAL PREFERENCE**

17. Douglas County Board of Commissioners has approved the utilization of a local county preference to the Douglas County Code of Ordinance. The local preference may be used and allows for a local firm to be awarded the bid when not the lowest bidder, if the lowest bid is within 3% of the local company's bid amount, except for construction services, and road project expected to exceed \$20,000, which will be subject to Georgia State law. If all bidders are local firms, this section does not apply.

**INDEMNIFICATION AND GENERAL CONSTRUCTION TERMS**

18. The contractor hereby agrees to protect, defend, indemnify and hold the county and its merit and contract employees, agents and officers free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the county arising in favor of any party.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related, thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the county or to enlarge in any way the contractor's liability but is intended solely to provide indemnification of the county from liability for property damage, property loss, personal injury, bodily injury or death to the contractors, the contractor's employees or any third persons or property arising from the contractor's performance hereunder.

The contractor agrees to keep informed and comply with all Federal, State, and local laws, policies, regulations, ordinances and codes, but not limited to, the contractor's duty to provide a safe work environment and road conditions for the contractor's employees, subcontractors, county employees and third parties. This provision confers all safety responsibility, to include but not limited to, knowledge of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs (SHS), Utility Accommodation Policy and Standards Manual, safety management, human resource management, and traffic management as it relates to all methods and forms of employee hiring and retention, safety signage, fall prevention, warning devices, safety barricades, safety fencing, work zone flaggers, scaffolding, motorist and pedestrian road and sidewalk detour direction and all other regulated safety requirements for the duration of The Work as is necessary to provide for the health and safety of the Contractor's employees, subcontractors, county employees, pedestrians, motorists and all third parties. Where and when applicable, warning devices shall be placed prior to the commencement of any road improvement work on any roads and shall remain in place until the conclusion of all Work.

#### **GEORGIA SECURITY AND IMMIGRATION ACT OF 2006**

19. As of July 1, 2007, all contracts with Douglas County must have a certification from the Contractor that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with the County to execute the Contractor Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit. These affidavits are available to download from the Douglas County Purchasing Department website, located at [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com), or may be attached for your convenience in compliance with this requirement.

#### **DISPUTE RESOLUTION**

20. The jurisdiction and venue of any dispute arising out of this agreement shall lie with in the Superior Court of Douglas County, Georgia, and the governing law shall be the law of the state of Georgia.