

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

October 23, 2018

Subject: Douglas County, Georgia, Board of Commissioners  
Invitation to Bid – Janitorial Services – Douglas County Courthouse  
Solicitation No. 18-022

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Invitation to Bid, covering the janitorial services within the Douglas County Courthouse.

Your sealed bid, one (1) original unbound and four (4) bound copies, in response to this invitation are **due November 16, 2018 no later than 2:00 pm ET. The Bid Opening will be held on November 16, 2018 at 2:00 pm ET** at the Douglas County Courthouse, Purchasing Department Bid Opening Room, Third Floor, 8700 Hospital Drive, Douglasville, Georgia 30134. You are invited to attend, or submit your Bid prior to the deadline as stated in the attachments. Each Bid should be marked on the outside of the envelope with: **“SEALED BID FOR JANITORIAL SERVICES - DOUGLAS COUNTY COURTHOUSE Solicitation 18-022”**.

Sealed bids in response to this Invitation will be received by:

Douglas County Purchasing Department  
Mr. Bill Peacock, Purchasing Director  
8700 Hospital Drive, 3<sup>rd</sup> Floor  
Douglasville, Georgia 30134

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

Bill C. Peacock  
Purchasing Director

Attachments

**Douglas County Board of Commissioners**  
**Invitation to Bid**  
**Janitorial Services - Douglas County Courthouse**  
**Solicitation 18-022**

October 23, 2018

Notice is hereby given that the Douglas County Board of Commissioners will accept sealed bids for the janitorial services within the Douglas County Courthouse. Bids should be submitted to the Douglas County Purchasing Office located on the third floor of the Douglas County Courthouse - 8700 Hospital Drive, Douglasville, Georgia 30134. Bids shall be due **no later than 2:00 p.m., Friday, November 16, 2018**. Bids shall be evaluated based on the price and the requirements and criteria set forth herein. The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this invitation for bid.

Bidding documents can be found on the Douglas County website, [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com), under the Purchasing Department.

A **Pre-bid Conference** will be held in the Purchasing Department conference room at 10:00 am on **Thursday, November 1, 2018** at the Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Ga 30134. A site tour will be conducted immediately following the pre-bid conference.

All **questions** concerning this Invitation to Bid must be submitted in writing, (email is preferred but fax and mail may also be used) to the Purchasing Director no later than **5:00 PM, November 6, 2018**. Phoned questions shall not be accepted. Responses shall be issued no later than **5:00 PM, November 9, 2018**.

Questions regarding this Invitation to Bid are to be delivered to:

Bill Peacock, Purchasing Director  
Douglas County Board of Commissioners  
8700 Hospital Drive  
Douglasville, GA 30134  
[bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us), Phone: 770-920-7247 or Fax: 770-920-7219

The Douglas County Board of Commissioners does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of these entities, related to this bid, should be directed to Bill Peacock, Purchasing Director. The written Bid Documents supersede any prior verbal or written communications between the parties.

You are invited to attend or submit your Bid prior to the deadline. Each response should be marked on the envelope with: **“SEALED BID FOR JANITORIAL SERVICES - DOUGLAS COUNTY COURTHOUSE Solicitation 18-022”**. Bids may be mailed or personally delivered to the Purchasing Department.

Douglas County reserves the right to waive any informality, to reject any and all Bids, to evaluate Bids, to accept portions or any Bids and to accept any Bid, which in its opinion may be in the best interest of the County. The County reserves the right to add or to delete from the contract after the contract has been awarded.

No bids may be withdrawn within ninety (90) days after the Bid opening and all Bids shall remain firm during this period.

## DOUGLAS COUNTY COURTHOUSE JANITORIAL CHECK LIST

- ❑ Contractor must meet Douglas County insurance and other requirements to become a registered vendor with the county.
- ❑ All employees must clear background checks before being authorized to work in courthouse.
- ❑ Contractor is to make available adequate personnel, equipment, and cleaning supplies to perform duties and provide the Douglas County with a clean and presentable courthouse as described in "Housekeeping Service Terms".
- ❑ County will supply products such as toilet paper, paper towels, can liners, and hand soap. These products are for courthouse use only and are not to be removed for use at other sites.
- ❑ Courthouse has cleaning chemical dilution stations that cleaning contractor may use but is prohibited from tampering with mixing ratio. Contractor is also free to use their own cleaning products but must provide MSDS for any chemicals or solutions used.
- ❑ Contractor is free to bring in its own cleaning chemicals or solutions but must provide county with MSDS.
- ❑ Account Manager/ Owner/ or Director (Contractor) is to make two monthly inspections of the facility. One inspection is to be done with prospective Building Manager and the other to be done by Manager/ Owner/ Director (Contractor) individually and those reports are to be given to the Management office on a monthly basis.
- ❑ Night supervisor must arrive daily at courthouse at 3:30 p.m. and check in with day crew and management to address any pending issues.
- ❑ Contractor will be issued keys and access cards to adequately enter all areas they are responsible for cleaning.
- ❑ Any lost or misplaced keys or cards must be reported immediately to courthouse management. Any lost keys that are unrecovered will result in affected door locks being replaced at the contractor's expense.
- ❑ Contractor needs to provide sq. ft. cost for any extra carpet cleaning beyond the original scope of contract.
- ❑ Contractor needs to provide sq. ft. cost for VCT floor stripping/finishing beyond the original scope of contract.

# DOUGLAS COUNTY COURTHOUSE HOUSEKEEPING SERVICES TERMS

## MAIN ENTRANCES/ LOBBIES/ COMMON AREAS

### DAILY:

- Vacuum and clean the walk-off mats at the entrances and clean the floor underneath.
- Clean windows and doors at the entrances.
- Empty waste receptacles, replace liners.
- Dust all furniture, sills, ledges and vertical surfaces.
- Clean water fountains with a cleaner/disinfectant that will not harm the surface. Clean the bubbler orifice and drain.
- Spot-clean doors, ledges and other surfaces being careful not to leave cleaning marks.
- Vacuum all carpeted floors. Remove dirty and soiled spots from the carpeting using owner-approved methods.
- Dust mop and damp mop floor areas.
- Polish stainless steel inside & outside the elevator cabs. Spot clean & polish wood finish walls and vacuum the carpet and tracks in the elevators.
- Clean terrazzo floor according to manufacturer specifications or building owner approved method.

### Monthly:

- Vacuum all upholstered furniture, including courtroom, and jury deliberation
- Detail vacuum all carpeted floors including areas under and around furniture and along the edges of the walls.
- High dust all surfaces to a height of twelve feet.
- Vacuum ceiling diffusers and air return louvers.
- Wipe out and disinfect trash cans.

### Semi-Annually:

- Dust all light fixtures.

## OUTSIDE AREAS

### Daily:

- Remove cobwebs from overhangs in entrances areas.
- Clean rails, ledges and tables around the entrances, terraces, and patio.
- Wipe down and organize tables and chairs on patio.
- Empty trash cans and ash urns outside entrances and terraces.
- Remove litter/debris from loading dock and dumpster area.

### Monthly:

- Clean/wipe down outside of trash receptacles and wash inside.

## **ALL RESTROOMS (public & private)**

### **Daily:**

- Clean, sanitize, and polish all fixtures including toilet bowls, urinals and sinks.
- Clean glass and mirrors.
- Empty containers and disposals, insert liners as required, spot clean and sanitize containers.
- Spot clean walls, doors and partitions.
- Dust tops of partitions, lockers and other edges.
- Sweep, mop and sanitize the floors.
- Stock paper towels as needed
- Stock TP as needed
- Replace soap cartridge as needed

### **Monthly:**

- Machine scrub the floors.
- Dust/vacuum all ceiling vents.

### **Semi-Annually:**

- Dust ceiling light fixtures.

## **JANITOR CLOSETS**

### **Daily:**

- Night staff may use janitors' closets for storage of minor equipment and/or supplies but must keep the room orderly and clean.

## **KITCHENETTES/GALLEYS**

### **Daily:**

- Empty all trash containers and replace liners.
- Clean all sinks, counters, outside of microwaves, tables, and chairs.
- Dust and damp mop vinyl tile floors.
- Remove spills from walls and cabinets.

### **Weekly:**

- Clean and sanitize the inside of the microwave ovens.
- Clean and wipe down chairs

### **Monthly:**

- Clean and sanitize inside of all trashcans.
- Wipe down walls behind trash cans.
- Dust all air vents and louvers.

### **Semi-Annually:**

- Dust all light fixtures.

**Annually:**

- Strip/polish VCT flooring

**CONFERENCE/TRAINING ROOMS**

**Daily:**

- Empty all trash receptacles/replace liners as needed.
- Clean all furniture including tables removing smudges, stains, and spills.
- Clean/wipe down telephones.
- Spot clean walls, especially behind trash cans, doors, and frames.
- Vacuum carpets including underneath tables and chairs.
- Organize chairs neatly around table and against wall.

**Quarterly:**

- Dust window blinds.
- Clean and disinfect all trashcans.
- Vacuum ceiling diffusers.
- Spot clean cove base.
- Detail vacuum chairs

**Semi-Annually:**

- Dust all ceiling light fixtures.

**CORRIDORS/STAIRWAYS/LOBBIES**

**Daily:**

- Vacuum carpet flooring.
- Clean terrazzo floor according to manufacture specifications.
- Wipe down/disinfect phones.

**Weekly:**

- Dust all ledges and rails.
- Spot clean walls.
- Spot clean walls, base mold, trim, etc.

**Quarterly:**

- Detail vacuum upholstered furniture, partitions and wall panels.
- Dust window blinds.
- High dust all areas.
- Clean and disinfect trashcans.
- Thoroughly clean/wipe down chair rail, stair rail, bannister rail, etc.

**Semi-Annually:**

- Dust ceiling light fixtures.

## **OFFICE AREAS**

### **Daily:**

- Empty waste receptacles/replace liners as needed.
- Vacuum open floor area.

### **Weekly:**

- Dust all desks, workstation surfaces, furniture, filing cabinets, partition tops, etc.
- Wipe down/disinfect telephones.
- Detail vacuum carpet paying including edges, corners, and underneath tables, desks & chairs.
- Remove spills and stains.

### **Quarterly:**

- Detail vacuum all upholstered furniture, partitions and wall panels.
- Dust window blinds.
- High dust all areas.
- Vacuum ceiling diffusers.
- Clean and disinfect trashcans.
- Spot clean vinyl base mold.

### **Semi-Annually:**

- Dust ceiling light fixtures.

## **Courtrooms**

### **Daily:**

- Police entire courtroom for debris/trash; include benches and underneath benches.
- Detail vacuum floor.
- Wipe down visible smudges or spots on rails, benches, tables, etc.
- Pull trash

### **Weekly:**

- Dust all exposed surface areas including benches, tables, etc.

## **Jury Deliberation Rooms**

### **Daily:**

- Vacuum open floor area
- Pull trash, replace liner if needed
- Wipe down table
- Organize/straighten up chairs around table and against wall

### **Weekly:**

- Clean/dust window ledges
- Clean/polish tables
- Vacuum entire floor including wall edge, underneath chairs & tables, etc.

**Monthly:**

- Dust light fixtures
- Detail vacuum chairs
- Clean/dust window blinds

**Citizens' Hall**

**Daily:**

- Police entire room for debris/trash; include benches, underneath benches, and dais.
- Detail vacuum floor.
- Wipe down visible smudges or spots on rails, benches, tables, etc.
- Pull trash

**All Areas**

- Spot clean carpet and upholstered furniture as needed, up to 10 man/hours/month

## Securing Courthouse/ Emergency Issues

### Nightly:

- **It is the night cleaning supervisor's responsibility to confirm that all entry doors to the courthouse and interior suites are secured before leaving on a nightly basis.**
- **All department entrance doors from lobby or hallway are to be locked regardless of how they are found.**
- Courthouse management is to be immediately notified of any emergency issues such as leaks, power outages, and security issues. Any maintenance issues that are not of an emergency nature and can wait until the next business day should be left on management office voicemail, text, or in written report in management office.
- Night crew is prohibited from propping open entrance doors to the courthouse or interior departments. This includes any card access doors.
- Interior office doors should be left in the mode they are found.
  1. If an office door is found open, leave it open.
  2. If an office door is found closed and unlocked, leave it closed and unlocked.
  3. If an office door is found closed and locked, leave it closed and locked.
- There are many rooms and offices throughout the courthouse that are not to be serviced by the night cleaners. The night personnel keys will not work on these doors to prevent accidental and unauthorized entry.

### Courtroom Security:

- Courtrooms are to be locked and secured nightly.
- If a courtroom is "sealed", do not enter. Trash containers may be placed outside the door for emptying but sealed courtrooms may not be entered under any circumstances. Same for jury deliberation rooms.
- 4. If an office door is found open, leave it open.
- 5. If an office door is found closed and unlocked, leave it closed and unlocked.
- 6. If an office door is found closed and locked, leave it closed and locked.

**Douglas County Courthouse  
Cleaning Square Footage**

**1<sup>st</sup> Floor**

Planning & Zoning	3,000
Engineering	4,000
Environmental Health	2,021
Building Permits & Inspections	3,850
Board of Equalization	726
Personnel	3,200
Mail Room	840
Printing	2,700
Public Restrooms	1,404
<b>Total Sq. Ft. 1<sup>st</sup> Floor</b>	<b>21,741</b>

<b>Total Sq. Ft. 1<sup>st</sup> Floor Depts.</b>	<b>21,741</b>
<b>Total Common Area Sq. Ft.</b>	<b>+ 6,439</b>
<b>TOTAL CLEANING SQ. FT. 1<sup>ST</sup> FLOOR</b>	<b>28,180</b>

**2<sup>nd</sup> Floor**

Clerk of Superior Court	8,100
Clerk of State Court	3,000
Public Defender	5,650
Building Management Office	490
District Attorney / Grand Jury	1,975
2 <sup>nd</sup> Floor Breakroom	600
Public Restrooms	1,404
Citizens Hall	4,000
<b>Total Sq. Ft. 2<sup>nd</sup> Floor</b>	<b>25,219</b>

<b>Total Cleaning Sq. Ft. 2<sup>nd</sup> Floor Depts.</b>	<b>25,219</b>
<b>Total Common Area Sq. Ft. 2<sup>nd</sup> Floor</b>	<b>+ 3,740</b>
<b>TOTAL CLEANING SQ. FT. 2<sup>ND</sup> FLOOR</b>	<b>28,959</b>

**3<sup>rd</sup> Floor**

Probate	1,080
Probate Court	2,155
Magistrate	1,975
Juvenile Courts	3,655
Juvenile Programs	1,490
Board of Commissioners	4,950

Communications	1,650
Purchasing	2,300
Finance	3,350
3 <sup>rd</sup> Floor Restrooms	1,404
<b>Total Sq. Ft. 3<sup>rd</sup> Floor</b>	<b>24,009</b>

<b>Total Cleaning Sq. Ft. 3<sup>rd</sup> Floor Depts.</b>	<b>24,009</b>
<b>Total Common Area Sq. Ft. 3<sup>rd</sup> Floor</b>	<b>+3,740</b>
<b>TOTAL CLEANING SQ. FT. 3<sup>RD</sup> FLOOR</b>	<b>27,749</b>

#### 4<sup>th</sup> Floor

Superior Court One	3,438
Superior Court Two	3,695
Superior Court Three	2,725
Superior Court Four	3,300
Superior Court Five	540
Law Library	435
Jury Assembly/Clock Tower	2,770
Galley off Jury Assembly	340
Hearing Rooms	1,490
Public Restrooms	490
<b>Total Sq. Ft. 4<sup>th</sup> Floor</b>	<b>19,223</b>

<b>Total Cleaning Sq. Ft. 4<sup>th</sup> Floor Depts.</b>	<b>19,223</b>
<b>Total Common Area Sq. Ft. 4<sup>th</sup> Floor</b>	<b>+4,190</b>
<b>TOTAL CLEANING SQ. FT. 4<sup>TH</sup> FLOOR</b>	<b>23,413</b>

#### TOTALS

<b>Total Sq. Ft. of Courthouse</b>	<b>108,301</b>
<b>Total Common Area Sq. Ft.</b>	<b>+18,109</b>
<b>Total CLEANING Sq. Ft. of Courthouse</b>	<b>126,410</b>

**BID FORM**

**Solicitation 18-022  
Janitorial Services - Douglas County Courthouse**

**Company Submitting Bid:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Office Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Total Cleaning Sq. Ft. of Courthouse: \$** \_\_\_\_\_

**Sq. Ft. Cost for Extra Carpet Cleaning: \$** \_\_\_\_\_

**Sq. Ft. Cost for Extra VCT Floor Stripping / Finishing: \$** \_\_\_\_\_

**Printed name & title of person submitting Bid:**

\_\_\_\_\_

\_\_\_\_\_

**Signature of person submitting Bid:**

\_\_\_\_\_

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

## **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. Destination, Douglasville, 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.

## **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 loses, 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.

## **AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT APPLICATION-**

21. The SAVE program is a federal program that is designed to check the immigration status of aliens who are applying for federal, state, or local public benefits. Although, this federal program is voluntary for most governments, it is mandatory in Georgia because OCGA 50-36-1 requires all levels of government to participate in this program. When an alien applies for a public benefit through our county government, he or she is now required to sign an affidavit stating that they are either a U.S. citizen, legal permanent resident or a qualified alien. If they check that they are not a U.S. citizen, the county must process their alien registration number through the SAVE system to ensure they are legally in the country and thus qualified to receive the public benefit for which they have applied. This affidavit is 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.