



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

FAX INVITATION FOR BID

Part 1

Number of Pages Faxed: 12
Fax Back Pages: 3-6

Date Issued: July 15, 2009

Fax Bid: 30017

Faxed or sealed proposals from suppliers will be received by the Purchasing Department of the Hall County Commissioners, at 116 Spring Street, SW, Suite 12, Gainesville, Georgia 30501 until **3:00 p.m. legally prevailing time on Tuesday, July 28, 2009** for:

Hall County DUI Court Services Contract

Additional copies of bidding documents may be obtained at the Office of Purchasing, 116 Spring Street, SW, Suite 12, Gainesville, Georgia 30501. Applications for documents should be filed promptly with the purchasing department.

Contract, if awarded, will be for services only and will not include payment by the County for these services, whichever is in the best interest of the County. The DUI Court program will provide accountability to participants to ensure payment as is possible. No bid may be withdrawn for a period of thirty (30) days after time has been called on the date of opening.

Failure to sign your bid in the proper space provided on Part II of the Bid will force your bid to be declared as "Non-Responsive" and not considered for award.

The Commissioners reserve the right to reject any or all bids and to waive technicalities and informalities.

Hall County Commissioners

Chip Cary, CPPB
Senior Buyer

Specifications
Hall County DUI Court Services Contract

1. Scope: To provide a contract for the provision of alcohol / drug treatment services for the Hall County DUI Court Program.

Hall County prefers to accept proposals from vendors with (5) five years experience minimum; however, this factor and the following will be studied to assist the County in deciding the most favorable vendor:

- A. Number of years in business;
- B. Firm's organization / management structure;
- C. Firm's facilities and equipment;
- D. Firm's experience in doing the same type contracts;
- E. References;
- F. Contracts of like nature currently being performed;
- G. Number of professional staff available for this contract;
- H. Number of standby or temporary professional staff available for emergencies that might arise during the life of the contract.

2. Contract Administration: The contract administrator for this invitation and any contract (s) arising as a result of this invitation will be Chip Cary, CPPB, Phone (770) 535-8263. All questions concerning this invitation and all questions unable to be resolved by user departments arising during contract period are to be addressed to the contract administrator.

3. User Departments: Successful bidder will be required to deliver items covered by this invitation on an "As Needed Basis" during the life of contract from various departments who will be authorized to use this service during contract period. Each user department will furnish successful bidder a purchase order number to identify that department's charges; this number must appear on all paperwork submitted to the County. The contract will be made available for all departments having a need of your services to add themselves to the contract at the start; however, for various reasons some may wait until later during the contract period to do so.

4. Evaluation and Award:

A. Evaluation of Bid Submission: All bid submissions will be evaluated by the buyer and the using department for determination of best submission that meets bid specifications.

B. Inspection of Facilities: The County may require the bidder to make his facility available for inspection or may require additional information concerning his ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.

5. Quantities: None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County, when entering into a service contract, reserves the right to solicit for bid any single service or group of like service needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

Bidders Response

Part II Bid (This section to be completed by the bidder)

Date of Bid: _____

Bid No. 30017

The undersigned agrees, if this bid is accepted within thirty (30) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete as stated in the contract after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days.

Prices to remain firm for thirty (30) calendar days or _____ calendar days after date of opening. Vendor must initial here if he changes the 30-day requirement: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

Name and Mailing Address
or where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code
()

City, State Zip Code
()

Phone Number
()

Phone Number

Fax Number

Tax ID Number

Or

Social Security Number

Name and Title of Person
authorized to sign

Name

Title

Signature

Bids not signed must be declared as "Non-Responsive" and not considered for award.

Bid Schedule – Fax Bid #30017

It is the intent of the Hall County Commissioners to purchase these supplies or services as outlined in these specifications.

A. Scope: This specification covers: Hall County DUI Court Services Contract

B. Vendor Information: The items offered shall be comparable with the detailed requirements listed below (unless otherwise noted). The “Bidders Response” column is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder otherwise bid is as specified. All bids are to include shipping where applicable. If any line item has a zero or is left blank, that line item will be considered to be a “No Bid”.

C. Basic Requirements:

- Treatment provider shall be DHR certified for re-licensure and multiple offender treatment
- Treatment provider shall assist in the facilitation of treatment for this fifteen (15) month minimum, Three (3) Phase DUI Court Program. Phases 1, 2 and 3 shall consist of a minimum of 5 months each
- There two (2) tracks in the Hall County DUI Court Program: English and Spanish. Treatment providers shall bid on providing services to both the English and Spanish tracks. Depending on the number of Spanish clients, the Spanish track may be awarded to one (1) treatment provider
- Treatment provider shall have qualified, certified and / or licensed counselors to facilitate group and individual sessions with DUI Court participants. Counselors providing direct treatment to DUI Court participants must be certified or licensed in one (1) of the following: CAC I, CAC II, NCAC I, NCAC II, LMSW, LPC, MAC, Psy. D., PhD. or other appropriate and State recognized addiction treatment related licensures
- Counselors providing direct group facilitation must be certified and trained in Moral Reconciliation Therapy and Prime Solutions curriculum
- Group Sizes are capped at twelve (12) participants
- Intake counselor shall review each participant’s NEEDS Assessment within seven (7) days of entry into treatment. Additional needs of participants that have been identified by the treatment provider should be brought to the attention of, and addressed by, the DUI Court Team
- Treatment providers shall review treatment plans with each participant during orientation to each phase
- Treatment shall encompass a minimum of two (2), one and one-half (1-½) hour group sessions per week in Phase 1, a minimum of one (1), one and one-half (1-½) hour session per week and bi-weekly individual sessions in Phase 2, and a minimum of one (1), one and one-half (1-½) hour group session per month for the first three (3) months of Phase 3. During the last two (2) months of Phase 3, participants will not be required to be in treatment unless it is clinically indicated and is mandated by the DUI Court Team
- Treatment providers shall include per hour cost for those individuals who require additional treatment

- Treatment providers shall provide one (1) staff member to participate on the DUI Court Team in staffings, probation revocation hearings, court check-in process and court. Attire for court is business dress (e.g. suit jacket, collared shirt, tie, slacks for men and suit jacket, blouse, skirt or slacks for women)
- Probation will be the monitoring agency for a minimum of the last two (2) months in Phase 3
- Bid shall consist of treatment service costs to participants prorated over the course of their participation in the program
- There are 2 tracks:
 - Track 1: English speaking participants
 - Track 2: Spanish speaking participants
- Bid is to be given as follows:
 - For the specific Track (bid for the English speaking track or the Spanish speaking track
 - Without drug screening included (drug screening will be provided by Treatment Services
- Bid may be awarded to multiple providers at the County's discretion

Bidders Response

Description:

(comparable to requirements)

1. Hall County DUI Court Services Contract

Without Drug Screening

Track 1 per Participant: \$_____ /Per Month

Track 2 per Participant: \$_____ /Per Month

Cost for additional

treatment contacts: \$_____ /Per Hour

Contract will begin on or about August 1, 2009 and end on June 30, 2010.

Contract could be renewed for the period of July 1, 2010 until June 30, 2011.

- Bid shall consist of treatment service costs to participants prorated over the course of their participation in the program
- There are 2 tracks:
Track 1: English speaking participants
Track 2: Spanish speaking participants
- Bid is to be given as follows:
For the specific Track (bid for the English speaking track or the Spanish speaking track
Without drug screening included (drug screening will be provided by Treatment Services
- Bid may be awarded to multiple providers at the County's discretion

Questions on all items:

All questions that pertain to the specifications or are of a technical nature are to be directed to: Debbie Mott, (770) 539-5001.

All questions that pertain to the proper method of submitting your proposal should be directed to: Chip Cary, CPPB, (770) 535-8263.

Sample Contract

**State of Georgia
County of Hall**

Contract #30017-1

**Agreement for
Hall County DUI Court Services Contract**

This agreement, made and entered into this the _____ day of _____, 2009 by and between the Board of Commissioners of Hall County, Georgia (hereinafter referred to as "County") and contractor, address, city, (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for **Hall County DUI Court Services Contract** per the bid 30017 issued on July 6, 2009 herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the Project; and

Whereas, the Contractor desires to perform the Project.

Hall County's Invitation For Bid # 30017 issued on July 6, 2009 for **Hall County DUI Court Services Contract** and the Bidders Response on as attached (all originals are on file in the Hall County Purchasing Department, 116 Spring Street, Gainesville, Georgia) and this contract are all incorporated into and made a part of this agreement by reference.

(Note: insert here the content of the bid items and requirements for the contract.)

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in
our presence this _____ day
of _____, 2009

My commission expires: _____

Hall County, Georgia

By: Tim Sims
Purchasing Manager

Subscribed and sworn to in
our presence this _____ day
of _____, 2009

My commission expires: _____

Contractor

By: Name
Title

Terms and Conditions --- Invitation for Bid

- 1. Changes:** No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the bids. No change will be released after this (10) ten-day period begins.
- 2. Signing of Bid:** Failure to sign your bid in the proper space provided on Part II of bid will force your bid to be declared as "Non-Responsive" and not be considered for award.
- 3. FOB Point:** Bid price to include shipping, packing, crating, and unloading at address in Bid Schedule. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at the County's direction.
- 4. Risk of Loss:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.
- 5. Bid Acceptance Time:** Bids requiring acceptance by the County in less than thirty (30) calendar days could be rejected, unless so stated on **Bidder's Response Page** and accepted by the County.
- 6. Bid Identification:** All bids submitted as a result of this invitation must be returned as follows: if faxed back return County pages, see page 1, upper left corner. If mailed back, response must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **Fax Invitation Number and Opening Date.**
- 7. Withdrawal of Bids:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of thirty (30) days after time has been called on the date of opening.
- 8. Site Inspections:** Bidders should inspect the sites to ascertain the nature and location of work and the general conditions, which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.
- 9. Award of Contract:** Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
- 10. Exceptions to Specifications:** Any award resulting from this invitation shall bind the bidder to all terms, conditions, and specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **Bid Schedule**. While the County reserves the right to make an award to a non-conforming 1, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.
- 11. Bid Results:** Interested parties may request, in writing, a **Bid Tabulation** by sending a self addressed, stamped envelope with their request to:

**Hall County Purchasing Department
P.O. Drawer 1435
Gainesville, Georgia 30503**

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice unless Paragraph 14 applies. Invoices are to be submitted to:

**Hall County Purchasing
Attn. Contracts Verification Buyer
P. O. Drawer 1435
Gainesville, Georgia 30503**

12.1: Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department; |
| 2. Purchase Order Number; | 6. Item (s) or service; |
| 3. Payment Terms; | 7. Quantity of each item or service; |
| 4. Date of transaction; | 8. Bid price of each item or service with any discount; |

Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

12.2: Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Hall County employee's signature must appear on the delivery receipt or invoice.

12.3: Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Hall County is exempt from taxes, however the successful bidder shall pay all taxes required of him by law and Hall County cannot exempt others from tax.

12.4: Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **Et. Seq.**).

13. Inquiries Regarding Payment: Inquiries regarding payment of invoices are to be directed to:

**Hall County Purchasing
Attn. Contracts Verification Buyer
P. O. Drawer 1435
Gainesville, Georgia 30503**

14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. Execution of Contract: Subsequent to the award, the successful bidder will be presented with a contract. Contract is to be executed within ten (10) calendar days of "**Notice of Award**" together with any other required documentation.

16. Certificate of Insurance: Successful bidder will be required to furnish a Certificate of Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against "**All Risks**". Coverage to include but not limited to General Liability: Comprehensive Form, Premises / Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's Compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least five hundred thousand dollars (\$500,000.00) of Garage Liability Insurance in addition to the insurance stated above. The certificate must be furnished within ten (10) calendar days of a "**Notice of Award**" being issued.

17. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation For Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. Regulatory Agencies: Successful bidder will be responsible for all required permits or license required by any regulatory agency of the city, County, state, or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).

19. Independent Contractors: Bidder represents to the County that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. Bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of Hall County and nothing contained in this Invitation For Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. Assignment of Contractual Rights: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

21. Starting Time: Work will commence within ten (10) calendar days after being issued a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the County.

22. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County purchasing policies through the contract administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

23. Indemnity: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

24. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation For Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the Hall County Commission.

25. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

26. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

27. Nondiscrimination Clause: The vendor, in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

28. Anti-Discrimination Clause: "Hall County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

29. Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by Hall County.

30. Contract Items: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the County.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- Payment will not be made for any item not covered by this contract unless stated purchasing rules and regulations have been met.

31. Changes to Contract: No change will be made to this contract except by written modification by the contracts administrator whose name appears on the cover page.

Special Terms and Conditions

32. Scope: To provide for a basic purchase of **Hall County DUI Court Services Contract** with a guaranteed bid price for an 11-month period. This contract will begin August 1, 2009 and be in effect until June 30, 2010.

33. Renewal: The successful bidder could be allowed two (2) renewals of this contract of one (1) year each, all upon the same terms and conditions. Price adjustment may be granted at the renewal date provided that when the County notifies bidder of intent to renew contract, the successful bidder submits to Hall County intent to extend agreement and any price changes requested for the renewal period. Hall County has the right to accept or reject the renewal and the price changes. Rejection will result in a re-bid of this contract.

34. Quantities: Hall County shall not be required to purchase any minimum amount of **Hall County DUI Court Services Contract** during the contract period. However, quantities ordered will be based on the needs of the County and will be priced per the contract pricing.

35. Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the cover page unless otherwise directed.

**30017
Bid List
952-21**

1. Alpha Hope Counseling, Inc.
Address: 54 Lumpkin Campground Road Dawsonville, GA 30534
Phone number: 706-216-4735
Fax Number: 706-216-7909
Contact person: Charles Britt

2. Creation Counseling
Address: 743 Main Street, Suite 8, Gainesville, GA 30501
Phone Number: 678-343-1451
Fax number: 678-450-1956
Contact Person: Lanny Ledford

3. Family Recovery
Address: 703 Grove Street, Gainesville, GA 30501
Phone number: 770-535-1073
Fax number: 770-287-1931
Contact person: Gary Holstad

4. Lifeworks
Address: 743 Main Street, Gainesville, GA 30501
Phone number: 770-503-7999
Fax number: 706-867-6938
Contact person: Sean & Mylene Hallaran

5. New Hope Counseling
Address: 640 Spring Street, Gainesville, GA 30501
Phone number: 770-539-9669
Fax number: 770-539-9522
Contact person: Kim Waters-Rose

6. Phoenix Counseling Center
Address: 2386 Clower Street, Building G, Suite 200, Snellville, GA 30078
Phone number: 678-591-9614
Fax number: 770-717-2791
Contact person: Tracy Alberti-Frost

7. Road to Recovery
Address: 840 Main Street, Gainesville, GA 30501
Phone number: 770-534-2664
Fax number: 770-287-0891
Contact person: Rocio Woody

8. Turning Point Program
Address: 124 High Street, Suite B, Gainesville, GA 30501
Phone number: 770-533-9021
Fax number: 770-533-9025
Contact Person: Rick Hamilton/Chance Castleberry

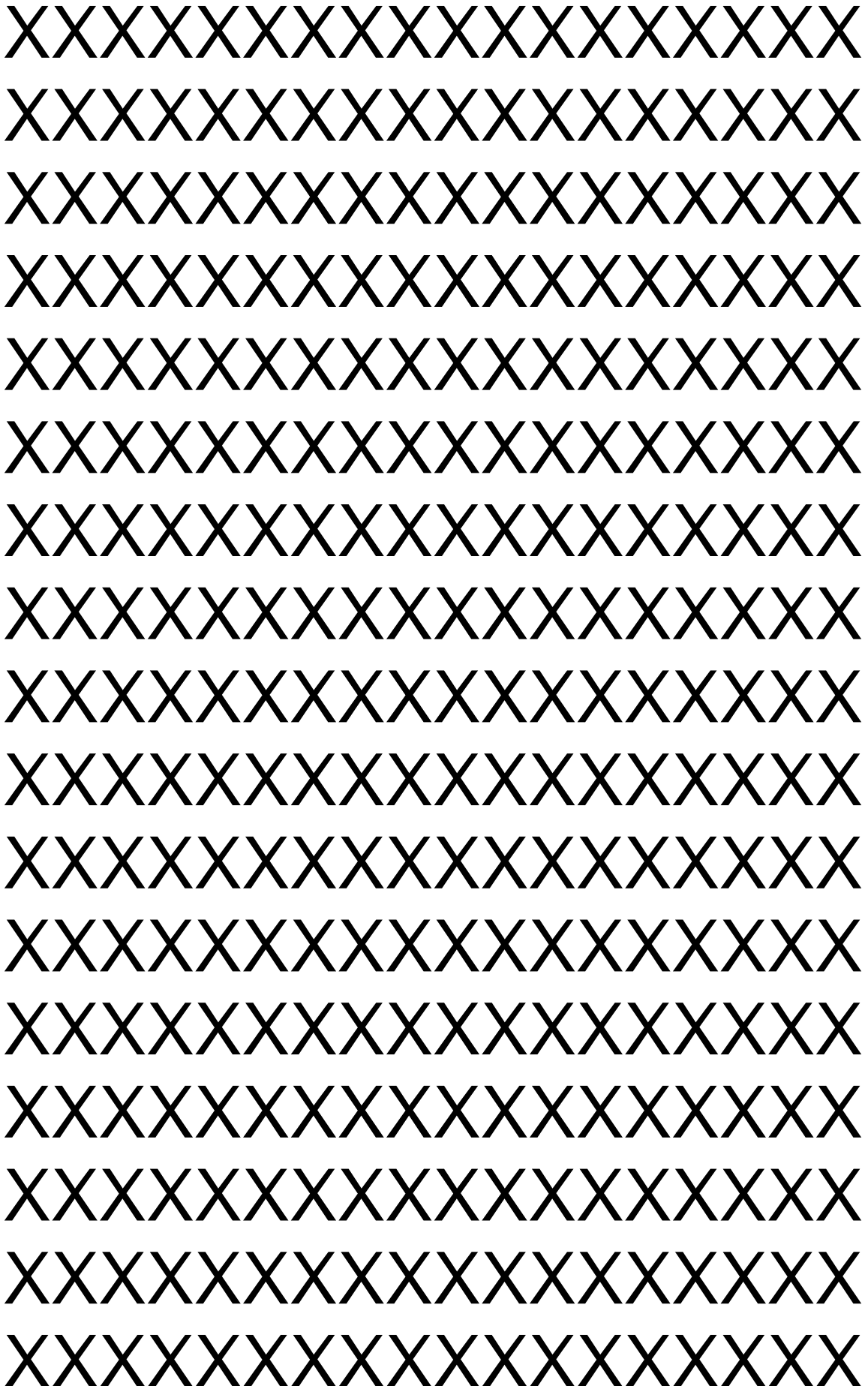
9. Veterans Community Outreach Foundation
Address: 996 Athens Highway, Suite E, Gainesville, GA 30501
Phone/Fax number: 770-531-0046
Contact person: V. Lamar Johnson

10. Answers in Action Counseling

Address: 946 Lanier Avenue, P. O. Box 1056, Gainesville, GA 30503
Phone number: 770-718-1720
Fax number: 770-
Contact person: Marsha Mathis Provider # T5400 Level 1 Treatment

11. Answers in Action Counseling Clinical Director

Address: 946 Lanier Avenue, P. O. Box 1056, Gainesville, GA 30503
Phone number: 770-718-1720
Fax number: 770-
Contact person: Patrick Adkins Provider # C39800 Level 1 Drug and alcohol evaluations





HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

September 3, 2009

**New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, Ga 30503**

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract

Notice of Award

Dear Mr. Watkins:

The Hall County Commission met and awarded the above named project to your firm. This letter will serve as a **Notice of Award** only.

You are requested to furnish Hall County the following listed documents within ten (10) days as required by the terms and conditions of the bid:

1. Certificate of Liability Insurance Form;
2. Executed Contract Document (Attached);

Please sign both copies of the enclosed contract and return both copies to me in their original form, signed and notarized. **Do not fax back.**

A **Notice to Proceed** and your copy of the executed contract will be issued after receiving the above named documents.

Sincerely,

**Chip Cary, CPPB
Senior Buyer**

CC: Bid File
Debbie Mott

Contract

**State of Georgia
County of Hall**

Contract #30017-1

**Agreement for
Hall County DUI Court Services Contract**

This agreement, made and entered into this the 3rd day of September, 2009 by and between the Board of Commissioners of Hall County, Georgia (hereinafter referred to as "County") and New Hope Counseling, P. O. Box 2323, Gainesville, Georgia 390503, (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for **Hall County DUI Court Services Contract** per the bid 30017 issued on July 6, 2009 herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the Project; and

Whereas, the Contractor desires to perform the Project.

Hall County's Invitation For Bid # 30017 issued on July 6, 2009 for **Hall County DUI Court Services Contract** and the Bidders Response on as attached (all originals are on file in the Hall County Purchasing Department, 116 Spring Street, Gainesville, Georgia) and this contract are all incorporated into and made a part of this agreement by reference.

1. Hall County DUI Court Services Contract

Without Drug Screening

Track 1 per Participant: \$117.00 /Per Month

Track 2 per Participant: \$117.00 /Per Month

Cost for additional

treatment contacts: \$ Varies /Per Hour

Contract will begin on or about August 1, 2009 and end on June 30, 2010.

Contract could be renewed for the period of July 1, 2010 until June 30, 2011.

- Bid shall consist of treatment service costs to participants prorated over the course of their participation in the program
- There are 2 tracks:
Track 1: English speaking participants
Track 2: Spanish speaking participants
- Bid is to be given as follows:
For the specific Track (bid for the English speaking track or the Spanish speaking track
Without drug screening included (drug screening will be provided by Treatment Services
- Bid may be awarded to multiple providers at the County's discretion

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in
our presence this _____ day
of _____, 2009

My commission expires: _____

Hall County, Georgia

By: Tim Sims
Purchasing Manager

Subscribed and sworn to in
our presence this _____ day
of _____, 2009

My commission expires: _____

New Hope Counseling

By: Tom Watkins
Director



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

September 14, 2009

New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, GA. 30503

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract

Notice to Proceed

Dear Mr. Watkins:

This letter is your authorization to proceed with the above named project.

Debbie Mott, (770) 539-50001 is the project engineer and I will serve as contracts administrator.

If you have any questions, please give us a call.

Sincerely,

Chip Cary, CPPB
Senior Buyer

CC: Bid File
Debbie Mott



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

April 8, 2010

New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, GA. 30503

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract
Contract Renewal

Dear Mr. Watkins,

Attached please find a supplemental agreement extending your present contract through June 30, 2011 as per the same terms and conditions of the bid # 30017.

If your contract allows for price changes, please indicate any changes you desire in your contract. See the appropriate paragraph of the terms and conditions which were a part of your original bid. If you must increase your prices, send a justification for the increase.

If you are in agreement with the renewal, please execute and return both copies of the attached agreement, signed and notarized. Do not fax back. One copy will be returned to you upon execution by Hall County.

Also proceed to notify your insurance agent to furnish an updated certificate of liability insurance form. I must have this before I can issue a notice to proceed on your renewal.

Please respond by April 15, 2010.

Hall County appreciates your cooperation.

Sincerely,

Chip Cary, CPPB
Senior Buyer

Supplement Agreement #1
Invitation For Bid # 30017 / Contract # 30017

Hall County DUI Court Services Contract

Date: April 8, 2010

Whereas, the County desires to extend the contract period for a one year period through June 30, 2011 in accordance with the terms and conditions OF # 30017 / Hall County DUI Court Services Contract Dated: September 3, 2009.

Whereas the contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2011,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the county purchasing policies through the contract administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**Subscribed and sworn to in
our presence this the _____
day of _____, 2010**

Notary Public
Commission expires: _____

Hall County, Georgia
By: _____
Tim Sims
Purchasing Manager

**Subscribed and sworn to in
our presence this the _____
day of _____, 2010**

Notary Public
Commission expires: _____

New Hope Counseling
By: _____
Tom Watkins
Director



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

May 13, 2010

New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, GA. 30503

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract
Notice to Proceed with Contract Renewal

Dear Mr. Watkins,

This letter is your authorization to proceed with the contract renewal of your contract named above beginning July 1, 2010.

I will serve as contracts administrator.

A copy of the agreement form is attached for your records.

If you have any questions, please give us a call.

Hall County appreciates your cooperation.

Sincerely,

Chip Cary, CPPB
Senior Buyer

CC: Bid File



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

To: Debbie Mott, DUI Drug Court
From: Chip Cary, CPPB, Senior Buyer
Subject: #30017 Hall County DUI Court Services Contract
Date: 03/07/2011

The Purchasing Division is evaluating this FY 2010 Contract to determine if it is eligible for re-bid. In order to complete the contract evaluation and final resolution, department input is needed. Please review your copy of the contract and respond with your recommendations as shown below. If you do not have a contract copy, please visit Purchasing Intranet Website at <http://purchasing.hallcounty.org:10380> to view existing contract information.

All responses are needed by the end of the day March 15, 2011. If no response is received, I will conclude that you are satisfied with this contract.

If, at any time during the year, there are problems with this contract, please do not hesitate to contact me so that we may resolve the problems before renewal time.

Are you satisfied with this contract? Yes _____ No _____

- If answer is no, provide information explaining why and describing any problems:

(Use back if needed)

- What changes, if any, would you like to see in this contract:

(Use back if needed)

Signature

Title

Date



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

March 18, 2011

New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, GA. 30503

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract
Contract Renewal

Dear Mr. Watkins,

Attached please find a supplemental agreement extending your present contract through June 30, 2012 as per the same terms and conditions of the bid # 30017.

If your contract allows for price changes, please indicate any changes you desire in your contract. See the appropriate paragraph of the terms and conditions which were a part of your original bid. If you must increase your prices, send a justification for the increase.

If you are in agreement with the renewal, please execute and return both copies of the attached agreement, signed and notarized. Do not fax back. One copy will be returned to you upon execution by Hall County.

Also proceed to notify your insurance agent to furnish an updated certificate of liability insurance form. I must have this before I can issue a notice to proceed on your renewal.

Please respond by April 1, 2011.

Hall County appreciates your cooperation.

Sincerely,

Chip Cary, CPPB
Senior Buyer

Supplement Agreement #1
Invitation For Bid # 30017 / Contract # 30017

Hall County DUI Court Services Contract

Date: March 18, 2011

Whereas, the County desires to extend the contract period for a one year period through June 30, 2012 in accordance with the terms and conditions of # 30017 / Hall County DUI Court Services Contract Dated: September 3, 2009.

Whereas the contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2012,

2. Allow for price adjustments as agreed to and recorded in Attachment A,

3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the county purchasing policies through the contract administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**Subscribed and sworn to in
our presence this the _____
day of _____, 2011**

Notary Public
Commission expires: _____

Hall County, Georgia

By: _____
Tim Sims
Purchasing Manager

**Subscribed and sworn to in
our presence this the _____
day of _____, 2011**

Notary Public
Commission expires: _____

New Hope Counseling

By: _____
Tom Watkins
Director



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

June 24, 2011

New Hope Counseling
Attn: Tom Watkins
P. O. Box 2323
Gainesville, GA. 30503

Reference: Invitation for Bid #30017 Hall County DUI Court Services Contract
Notice to Proceed with Contract Renewal

Dear Mr. Watkins,

This letter is your authorization to proceed with the renewal and continuation of your contract named above, beginning July 1, 2011.

I will serve as contracts administrator.

A copy of the agreement form is enclosed for your records.

If you have any questions, please give us a call.

Hall County appreciates your cooperation.

Sincerely,

Chip Cary, CPPB
Senior Buyer

cc: Bid File