



HALL COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT

Invitation for Bid

Part 1

Date Issued: May 18, 2011

Bid # 022-32

Sealed proposals from suppliers will be received by the Purchasing Division of the Hall County Commissioners, at 116 Spring Street, NE, Suite 12, Gainesville, GA. 30501 until the legally prevailing time of 3:00 p.m. on Tuesday, June 7, 2011 for

Drug Screen Kits and Services Annual Contract

After the time and in a room at place noted above, the proposals for each commodity will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at the office of purchasing, 116 Spring Street, NE, Suite 12, Gainesville, GA. 30501. Applications for documents should be filed promptly with the purchasing division.

No bonds are required. Successful bidders shall provide insurance in the amount of at least (\$1,000,000.00) one million dollars as required by Paragraph 16 of the "Terms and Conditions" of these documents.

Contract, if awarded, will be on a lump sum basis or individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 30 days after time has been called on the date of opening.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 Bid will force your bid to be declared as "non-responsive" and not be 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

Drug Screen Kits and Services Annual Contract

1. Scope: Provide a contract for the purchase of Drug Screen Kits and Services Annual Contract for various Hall County departments.

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, Senior Buyer, phone (770) 535-8263. All questions concerning this invitation and all questions unable to be resolved by user Divisions 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 departments 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. 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.

6. Toll Free Phone: Vendor will be required to have toll free phone number or accept collect calls if located outside Hall County area. State this number or willingness to accept collect calls on bid schedule.



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

Bidders Response

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

Date of Bid: _____

Bid # 022-32

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 per 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

Email Address for bids

i i i - i i i i i i i i
Tax ID Number

or

i i i i - i i i - i i i i i i
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.

PHONE: 770.535.8270 * FAX: 770.531.7112
116 Spring Street, NE • Suite 12 Gainesville, GA • 30501

Invitation for Bid # 022-32

It is the intent of the Hall County Commissioners to purchase these supplies or services as outlined in these specifications. See Section B "Scope" for the general description of this particular specification.

- A. 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".
- B. Scope: Provide Drug Screen Kits and Services for use by Hall County Drug Court and various County departments.
- C. Requirements:

If providing services, presence required on:

- Liaison may be required to attend staffing sessions
- Liaison may be required to attend court sessions
- Liaison will need to meet on 'as needed' to address issues that arise
- Liaison may be required to provide "expert witness" testimony regarding disputed screen results

Required Data: Please provide answers to the following questions:

1. Provide the Name and Address of your organization.
2. Provide the name of the liaison, if providing drug screen services and confirmations, who will be working with the Hall County Treatment Services team.
3. Provide a list of drug screening services your organization is able to provide for example any synthetic drugs as well as prescription drugs. If you do not furnish this information, your bid will be considered as "Non-Responsive".
4. If providing confirmations, provide verification on any quantitative level of drug, even if is below SAMHSA cutoffs and provide GCMS confirmations.
5. Provide any additional information that may be beneficial for us in considering your proposal.
6. List other employers in the area for which you provide similar services.
7. If providing supplies only, provide the pricing for approximately 10,000 of a 5-panel drug screen (Opiates, marijuana, amphetamine, cocaine, PCP) and a 10 panel drug screen (Opiates, marijuana, amphetamine, cocaine, PCP, Barbiturates, benzodiazepines, propoxyphene, methadone) and the cost of ETG (ethylgluconoride) tests.

All quantities estimated

1. 1,000 Kits 5-Panel Drug Screen Bid Amount: \$_____ / Kit
 - "Varian # 1986678" or equivalent
 - Make and stock number of item offered _____
 - Test Kit to test for the following:
 - Benzodiazepines
 - Cocaine
 - Methamphetamine
 - THC
 - Morphine 300 ng/ml (opiates)
 - Specific gravity and creatinine results

2. 1,000 Kits 9-Panel Drug Screen Bid Amount: \$_____ / Kit
 - Make and stock number of item offered _____
 - Test Kit to test for the following:
 - Benzodiazepines
 - Cocaine
 - Methamphetamine
 - THC
 - Barbiturates
 - Propoxyphene
 - Methadone
 - Amphetamine
 - Morphine 300 ng/ml (opiates), LSD
 - Specific gravity and creatinine results

3. 1,000 each ETG (ethylgluconoride) Test Bid Amount: \$_____ / Each
 - Make and stock number of item offered _____

4. 500 each Drug Screen Confirmation Bid Amount: \$_____ / Each
 - Service as follows:
 - For the 5-Panel Drug Screen using Chain of Custody and the National Standard
 - Must be a GCMS confirmation
 - State turnaround time _____ Days
 - State cost (must be able to provide expert testimony at no additional charge, if needed) \$ _____
 - Specific gravity and creatinine results

5. 500 each Drug Screen Confirmation Bid Amount: \$_____ / Each

- Service as follows:
For the 9-Panel Drug Screen using Chain of Custody and the National Standard
Must be a GCMS confirmation
- State turnaround time _____ Days
- State cost (must be able to provide expert testimony at no additional charge, if needed) \$ _____
- Specific gravity and creatinine results

6. 40 Cases Urine Collection Cup Bid Amount: \$_____ / Case

- "Therapak # 39415" or equivalent
- Make and stock number of item offered _____
- Size is 90 ml x 53 mm
- Sterile with label and cap
- Temperature Strip
- 300 per case

Questions:

All questions concerning the technical specifications shall be directed to: Debbie Mott, Drug Court, (770) 536-3837.

All questions concerning the proper method of submittal of your proposal shall be directed to: Chip Cary, CPPB, Senior Buyer, (770) 535-8263.

F.O.B. Inside Delivery Address for All Items:

Hall County Treatment Services
Attn: Debbie Mott
720D Main Street
Gainesville, Georgia 30501

Vendor Information:

A. Firm Name: _____
Address: _____

B. Normal business hours phone (toll-free): _____

C. Years in business as a kit and service supplier: _____

D. Firm's Organization and Management Structure:

Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____

E. Vendor's contract administrator for this contract:

Name: _____ Title: _____
Phone: _____

F. Hours of normal operation: _____

G. Day of week salesman will call: _____

H. Day of week delivery will be made: _____

I. Orders can also be mailed or phoned to: Firm Name: _____
Address: _____
Phone: _____

J. Payments to be mailed to: Firm Name: _____
Address: _____

K. Prompt payment discount of _____% /15 days will apply to all invoices.

L. Can you meet insurance requirements? _____ yes _____ no

M. State percent of work of your total business you now perform for government agencies: ___ %

List (3) three agencies:

Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____
Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____
Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____

N. Firm's past experience in doing the same type of contract, not current contracts,

List (3) three agencies:

Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____
Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____
Agency:	_____
Address:	_____
Contact:	_____
Phone:	_____

O. Can you provide, in electronic form, a history of purchases made by Hall County based on Department and/or specific item? _____ yes _____ no



Hall County Board of Commissioners S.A.V.E Program Affidavit

Systematic Alien Verification for Entitlements (SAVE) Program Office
of U.S. Citizenship and Immigration Service (USCIS).

Background

Pursuant to the “Georgia Security and Immigration Compliance Act,” Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the County in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov. Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



Hall County Board of Commissioners S.A.V.E Program Affidavit

Systematic Alien Verification for Entitlements (SAVE) Program Office
of U.S. Citizenship and Immigration Service (USCIS).

Affidavit

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov .your bid will not be accepted without this E-Verify Number.*

By: Authorized Officer or Agent
[Contractor Name]

Date

Printed Name

Contractor's/Vendor's E-Verify #

Subscribed and sworn
before me on this the
____ day of _____, 20____

Notary Public
My commission expires:

Failure to return this page may result in removal of your company from commodity listing.

This bid package is a sealed bid and you can only fax this page back if you are submitting a **“NO BID”** response, the bid package will have to be mailed or delivered.

Bid # 022-32

If you desire to submit a **“NO BID”** response to this package, please indicate by checking one or more reasons listed below and explain.

_____ Do not offer this product or service; remove us from your bidder's list for this item only.

_____ Specifications too "tight"; geared toward one brand or manufacturer only.

_____ Specification are unclear.

_____ Unable to meet specifications.

_____ Unable to meet bond requirements

_____ Unable to meet insurance requirements

_____ Our schedule would not permit us to perform.

_____ Insufficient time to respond.

_____ Other

Submit your **“No Bid”** response (this page only) by mail to:
Hall County Purchasing Division
P. O. Drawer 1435
Gainesville, GA. 30503

or

Fax your **“No Bid”** response (this page only) to: Fax Number (770) 531-7112

Company Name _____

Authorized Representative _____
Signature

Sample Agreement for
Drug Screen Kits and Services Annual Contract

This agreement, made and entered into this the _____ day of _____, 2011 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 a Drug Screen Kits and Services Annual Contract per the Bid # 022-32 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 Bids # 022-32 issued on May 18, 2011 for Drug Screen Kits and Services Annual Contract and the bidders response on same (all originals are on file in the Hall County Purchasing Division, 116 Spring Street, NE, Suite 12, Gainesville, Georgia) and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: all terms and conditions _____ Attachment B: contractor's response _____
Attachment C: contractors cost data _____ Attachment D: any other documents _____

(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 _____, 2011

Notary comm. exp.

Hall County, Georgia

By: _____
Tom Oliver, Chairman
Board of Commissioners

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

Notary comm. exp.

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 in a sealed envelope with the following information in the lower left-hand corner of the envelope: IFB number / 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 bidder, 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 Division
P.O. Drawer 1435
Gainesville, GA. 30503

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the 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 Senior Buyer
P. O. Drawer 1435
Gainesville, GA. 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 Division; |
| 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 can not 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 Senior Buyer
P. O. Drawer 1435
Gainesville, GA. 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 Certificate of Liability insurance in an amount not less than one million dollars (\$1,000,000.00) 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 Drug Screen Kits and Services Contract with a guaranteed bid price for a 12-month period. This contract will begin July 1, 2011 and be in effect until June 30, 2012.

33. Renewal: The successful bidder could be allowed two (2) renewals of one (1) year each for this contract, 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 Portable Toilet 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.

36. Deliveries: Deliveries shall be made to various places throughout Hall County and as directed by the specific department making the purchase.

37. Additional Drug Screen Kits and Service Needs: Hall County reserves the right to competitively bid or negotiate with the successful bidder; any new portable toilet rental item, not listed or defined herein

38. Equipment: The successful bidder shall have facsimile equipment capable of receiving order from Hall County.



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

May 18, 2011

Legal ad code: 003

The Times
Green Street
Gainesville, GA 30501

Gentlemen:

Below is a legal ad to be run: May 23, 2011.

When invoicing, include tear sheet and refer to P. O. # **319309**.

Sincerely,

Chip Cary, CPPB,
Senior Buyer

Invitation for Bid 022-32

Sealed bids will be received by the
Hall County Commissioners until 3:00 pm,
Tuesday, June 7, 2011 for
Drug Screen Kits and Services Annual Contract
Information is available at the purchasing
office at 116 Spring Street, NE, Suite 12
Gainesville, GA 30501

Hall County Commissioners

Chip Cary, CPPB
Senior Buyer

CC: File

022-32

Bid List

952-05

952-07

990-33

- | | |
|---|---|
| <p>1. Kroll Laboratory Specialist, Inc.
900 Third Avenue
New York, N.Y. 10022
Email:</p> | <p>10. U. S. Drug Testing Laboratories
1700 South Mount Prospect Road
Des Plaines, IL. 60018
Email:</p> |
| <p>2. Labcorp
1134 South Enota Drive, NE
Gainesville, GA. 30501
Email:</p> | <p>11. U. S. Health Tests
1843 Central Avenue
Albany, N.Y. 12205
Email:</p> |
| <p>3. Lab One, Inc.
10101 Renner Boulevard
Lenexa KS. 66219
Email:</p> | <p>12.

Email:</p> |
| <p>4. Medtox Scientific
402 West County Road D
St. Paul, MN. 55112
Email:</p> | <p>13.

Email:</p> |
| <p>5. Northeast Georgia Medical Center
500 Broad Street
Gainesville, GA. 30501
Email:</p> | <p>14.

Email:</p> |
| <p>6. Northwest Technology
2282 South Presidents Drive
Hayes Building, Unit C
West Valley City, UT. 84120</p> | <p>15.</p> |
| <p>7. Occuscreen
4020 Lake Washington Blvd, Ste 205
Kirkland, WA. 98033
Email:</p> | <p>16.</p> |
| <p>8. Quest Diagnostics
1290 Wall Street West
Lyndhurst, N.J. 07071
Email:</p> | <p>17.</p> |
| <p>9. Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA. 95403</p> | <p>18.</p> |

Kroll Laboratory Specialist, Inc.
900 Third Avenue
New York, N. Y. 10022

Labcorp
1134 South Enota Drive, NE
Gainesville, GA. 30501

Lab One, Inc.
10101 Renner Boulevard
Lenexa, KS. 66219

Medtox Scientific
402 West Country Road D
St. Paul, MN. 55112

Northeast Georgia Medical Center
500 Broad Street
Gainesville, GA. 30501

Northwest Technology
2282 South Presidents Drive
Hayes Building, Unit C
West Valley City, UT. 84120

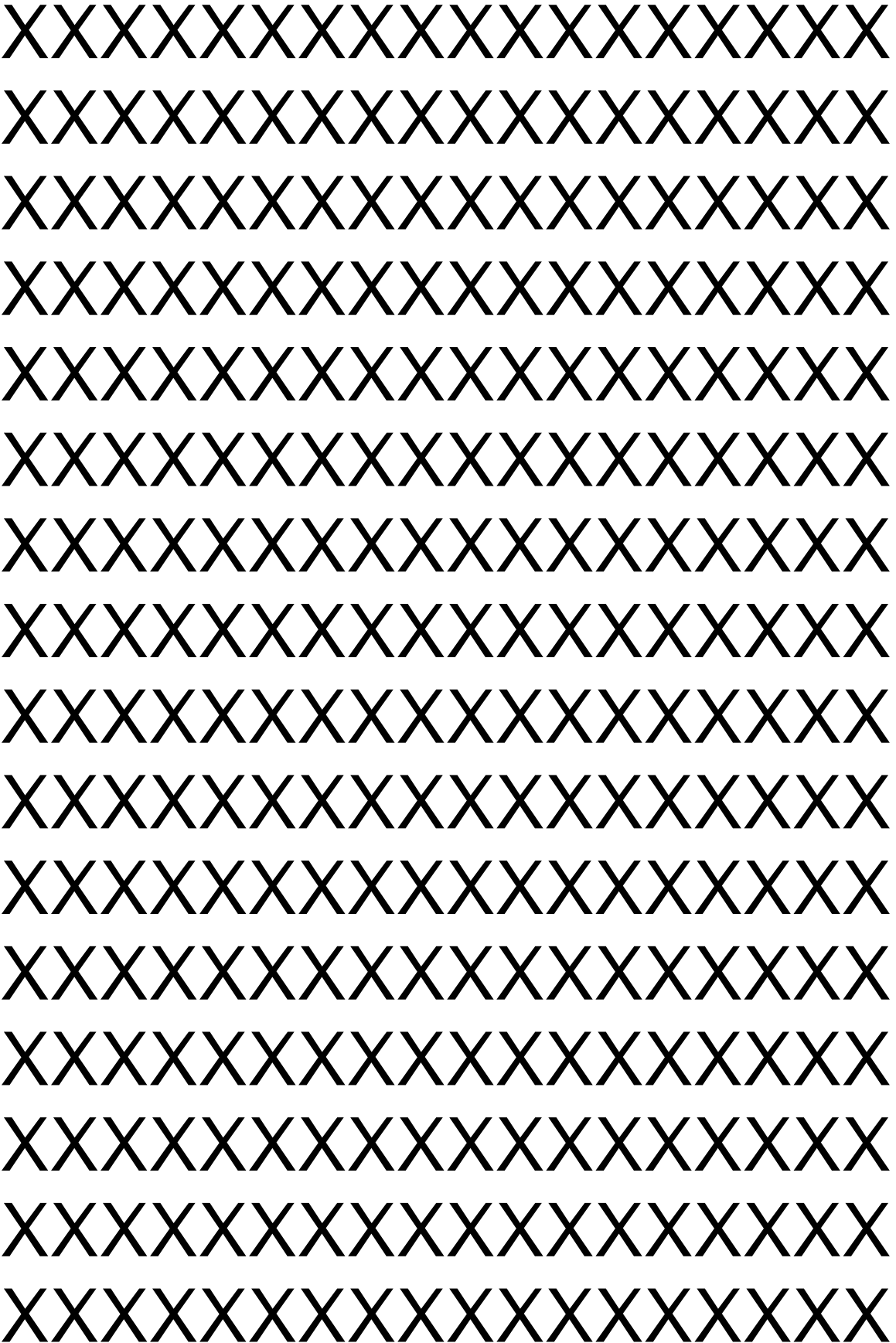
Occuscreen
4020 Lake Washington Blvd, Suite 205
Kirkland, WA. 98033

Quest Diagnostics
1290 Wall Street West
Lyndhurst, N. J. 07071

Redwood Toxicology Laboratory, Inc.
3650 Westwind Boulevard
Santa Rosa, CA. 95403

U. S. Drug Testing Laboratories
1700 South Mount Prospect Road
Des Plaines, IL. 60018

U. S. Health Tests
1843 Central Avenue
Albany, N. Y. 12205





HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

June 24, 2011

Redwood Toxicology Laboratory, Inc.
Attn: Barry Chapman
3650 Westwind Boulevard
Santa Rosa, CA. 95403-1066

Reference: Invitation for Bid # 022-32 Drug Screen Kits and Services
 Annual Contract

 Notice of Award

Dear Mr. Chapman:

The Hall County Commission has awarded the above named contract 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).

Bonds will not be required on this project.

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

Agreement for
Drug Screen Kits and Services Annual Contract

This agreement, made and entered into this the 24th day of June, 2011 by and between the Board of Commissioners of Hall County, Georgia (hereinafter referred to as ".County") and Redwood Toxicology Laboratory, Inc., 3650 Westwind Boulevard, Santa Rosa, CA. 95403-1066, (hereinafter referred to as "contractor").

Witnesseth:

Whereas, the County intends to provide a Drug Screen Kits and Services Annual Contract per the Bid # 022-32 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 Bids # 022-32 issued on May 18, 2011 for Drug Screen Kits and Services Annual Contract and the bidders response on same (all originals are on file in the Hall County Purchasing Division, 116 Spring Street, NE, Suite 12, Gainesville, Georgia) and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: all terms and conditions _____ Attachment B: contractor's response _____
Attachment C: contractors cost data _____ Attachment D: any other documents _____

All quantities estimated

1. 1,000 Kits 5-Panel Drug Screen Bid Amount: \$ 1.61 / Kit
 - "Varian # 1986678" or equivalent
 - Make and stock number of item offered Part # 01-102-0015, RediTest
 - Test Kit to test for the following: Panel-Dip Device
Benzodiazepines includes Part # 01 102 1910
Cocaine Adulteration Strip
Methamphetamine Price without Adulteration Strip
THC cost of \$ 1.39
Morphine 300 ng/ml (opiates) Available in RediCup format
 - Specific gravity and creatinine results Part # 01 102 0027
With Adulteration Strip-\$ 2.47
Without Adulteration Strip-\$ 2.25

2. 1,000 Kits 9-Panel Drug Screen Bid Amount: \$ 3.00 / Kit
 - Make and stock number of item offered Part 01 102 0186, RediTest
 - Test Kit to test for the following: Panel Dip Device
Benzodiazepines includes Part 01 102 1910 with
Cocaine Adulteration Strip
Methamphetamine Price without Adulteration Strip
THC cost of \$ 2.78
Barbiturates
Propoxyphene
Methadone

- Amphetamine
 - Morphine 300 ng/ml (opiates), LSD
 - Specific gravity and creatinine results
3. 1,000 each ETG (ethylgluconoride) Test Bid Amount: \$ 16.00 / Each
- Make and stock number of item offered 647-EtG Test
4. 500 each Drug Screen Confirmation Bid Amount: \$ 9.25 per drug / Each
- Service as follows:
For the 5-Panel Drug Screen using Chain of Custody and the National Standard
Must be a GCMS confirmation
 - State turnaround time after receipt of specimen at lab Days, 2-3 business days
 - State cost (must be able to provide expert testimony at no additional charge, if needed) \$0.00/written affidavits or telephonic testimony
 - Specific gravity and creatinine results
5. 500 each Drug Screen Confirmation Bid Amount: \$ 9.25 per drug / Each
- Service as follows:
For the 9-Panel Drug Screen using Chain of Custody and the National Standard
Must be a GCMS confirmation
 - State turnaround time after receipt of specimen at lab Days, 2-3 business days
 - State cost (must be able to provide expert testimony at no additional charge, if needed) \$0.00/written affidavits or telephonic testimony
 - Specific gravity and creatinine results
6. 40 Cases Urine Collection Cup Bid Amount: \$ 0.00 / Case
- “Therapak # 39415” or equivalent
 - Make and stock number of item offered Part 031224 Eureka 90 mL bottle with temp strip
 - Size is 90 ml x 53 mm
 - Sterile with label and cap
 - Temperature Strip
 - 300 per case

Any exceptions, variances, or differences in enclosed specifications must be stated here to be considered. If none are stated, it will be understood that bid proposal is exactly as specified:

Laboratory, Inc.'s Urine Collection Cups are packaged in cases of 25; however, we
May ship 300 together as requested in line item # 6 if the County desires.

Redwood Toxicology Laboratory, Inc. can meet all other specifications in this bid.

We have provided more detailed information for the County to review in our
Response to Technical Specifications section.

We have also provided a list of our additional products and services for the County
To review; this list can be found in the Pricing Schedule section of this bid response.

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 _____, 2011

Notary comm. exp.

Hall County, Georgia

By: _____
Tom Oliver, Chairman
Board of Commissioners

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

Notary comm. exp.

Redwood Toxicology Laboratory, Inc.

By: _____
Barry Chapman
Chief Financial Officer



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

July 19, 2011

Redwood Toxicology Laboratory, Inc.
Attn: Barry Chapman
3650 Westwind Boulevard
Santa Rosa, CA. 95403-1066

Reference: Invitation for Bid # 022-32 Drug Screen Kits and Services
 Annual Contract

Notice to Proceed

Dear Mr. Chapman:

This letter is your authorization to proceed with contract # 022-32 for Drug Screen Kits and Services Annual Contract. If you have any questions, please call me.

Sincerely,

Chip Cary, CPPB
Senior Buyer

CC: Bid File

PHONE: 770.535.8270 * FAX: 770.531.7112
116 Spring Street, NE • Suite 12 Gainesville, GA • 30501



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

March 5, 2011

Piedmont Tractor
Attn: Cody Pardue
P. O. Box 907427
Gainesville, GA 30501

Reference: Invitation for Bid # 022-32 Firefighting Equipment Boots, Helmets, Gloves, Hoods Athletic Marking Paint Annual Contract

Dear Mr. Pardue:

Please be advised that the Hall County Purchasing Dept will need a new copy of your Certificate of Liability Insurance Form.

Please advise your insurance agent to fax an updated copy no later than March 7, 2011 and to follow-up with a hard copy. Fax (770) 531-7112

If further discussion is necessary, please call. (770) 535-8263.

Sincerely,

Chip Cary, CPPB
Senior Buyer, Purchasing

CC: Contract File



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

March 18, 2012

Piedmont Tractor
Attn: Cody Pardue
P.O. Box 907427
Gainesville, GA 30501

Reference: Invitation for Bid # 022-32 Firefighting Equipment Boots, Helmets, Gloves, Hoods Athletic Marking Paint Annual Contract

Contract Renewal

Dear Mr. Pardue,

Attached please find a supplemental agreement extending your present contract through June 30, 2013 as per the same terms and conditions of the bid # 022-32.

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 March 28, 2011.

Hall County appreciates your cooperation.

Sincerely,

Chip Cary, CPPB
Senior Buyer

Supplement Agreement #1
Invitation for Bid # 022-32 / Contract # 022-32

Firefighting Equipment Boots, Helmets,
Gloves, Hoods Annual Contract

Date: March 18, 2012

Whereas, the County desires to extend the contract period for a one year period through June 30, 2013 in accordance with the terms and conditions of # 022-32 / Drug Screen Kits and Services Annual Contract Annual Contract dated: August 2, 2007.

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, 2013,
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: _____

Piedmont Tractor
By: _____
Cory Pardue
Parts Manager



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

April , 2011

Piedmont Tractor
Attn: Cody Pardue
P. O. Box 907427
Gainesville, GA 30501

Reference: Invitation for Bid # 022-32 Drug Screen Kits and Services Annual Contract Annual Contract

Notice to Proceed with Contract Renewal

Dear Mr. Pardue:

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

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: All Department Heads & Elected Officials
From: Chip Cary, CPPB, Senior Buyer
Subject: #022-32 / Drug Screen Kits and Services Annual Contract Annual Contract
Date: 03/07/2011

The Purchasing Division is evaluating this FY 2011 Contract to determine if it is eligible for re-bid or renewal. In order to complete the contract evaluation and final resolution, Division 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 17, 2011

Complete Auto Parts
Attn: Chad Shoaf
407 Atlanta Highway
Gainesville, GA 30501

Reference: Invitation for Bid #022-32 Antifreeze for Vehicles and Heavy
Equipment Contract

Contract Renewal

Dear Mr. Shoaf,

Attached please find a supplemental agreement extending your present contract through June 30, 2012 as per the same terms and conditions of the bid # 022-32.

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 # 022-32 / Contract # 022-32

Antifreeze for Vehicles and Heavy Equipment Contract Date: March 17, 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 # 022-32 / Antifreeze for Vehicles and Heavy Equipment Contract dated: August 2, 2007.

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 _____, 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: _____

Complete Auto Parts

By: _____
Chad Shoaf



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

April , 2011

Complete Auto Parts
Attn: Chad Shoaf
407 Atlanta Highway
Gainesville, GA 30501

Reference: Invitation for Bid # 022-32 Antifreeze for Vehicles and Heavy Equipment Contract

Notice to Proceed with Contract Renewal

Dear Mr. Shoaf:

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

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

