

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: AUGUST 27, 2009

Cobb County will receive Sealed Bids before 12:00 NOON, August 27, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 09 – 5440
DUI COURT ALCOHOL/DRUG TREATMENT SERVICES
COBB COUNTY STATE COURT**

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Proposals received after the date and time indicated will not be considered.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

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Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: AUGUST 14, 21, 2009



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 09-5440

REQUEST FOR PROPOSAL
DUI COURT ALCOHOL/DRUG TREATMENT SERVICES
COBB COUNTY STATE COURT

DELIVERY DEADLINE: AUGUST 27, 2009 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: AUGUST 27, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPED) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5440; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

ADVERTISE DATES: AUGUST 14, 21, 2009

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 09-5440 DATE: August 27, 2009

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
DUI Court Alcohol/Drug Treatment Services**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 09 – 5440
DUI COURT ALCOHOL/DRUG TREATMENT SERVICES
COBB COUNTY STATE COURT**

BID OPENING DATE: AUGUST 27, 2009

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 3 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P.COMMODITY CODE: 90500

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 09-5440
DUI COURT ALCOHOL/DRUG TREATMENT SERVICES
COBB COUNTY STATE COURT**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____

**REQUEST FOR PROPOSAL
ALCOHOL/DRUG TREATMENT SERVICES FOR THE
COBB COUNTY DUI COURT PROGRAM
COBB COUNTY STATE COURT
SEALED BID#09-5440**

Cobb County General Instructions For Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An agent authorized to bind the company must sign proposals.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation To Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposal, drawings, specifications, etc. must be received by **Tuesday, August 18, 2009 at 5:00 pm** in order for a reply to reach all proposers before the close of the proposal. Requests received after this period will not receive a reply. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

The written proposal document supersedes any verbal or written communication between parties. Receipt of addenda must be acknowledged in the proposal. Although the Purchasing Division will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the Purchasing Division prior to proposal submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Full identification of each item proposed, including brand name, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished. The proposer must certify that the items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project from which the withdrawn proposal was submitted.

Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of a test are determined. Cost of inspections and tests of any item that fails to meet specifications shall be borne by the proposer.

VII. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. Bid, Payment & Performance Bonds - NOT USED

X. Discounts

Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. Insurance

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

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages
The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

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

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

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

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

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

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

XII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer

to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

XIII. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor within a reasonable time any payment requested based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XVI. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XX. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall

indicate that the proposer has taken no exception to the specifications contained therein.

XXII. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and three (3) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXIV. Uniformity Of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXV. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail or facsimile to:

Mr. Rick Brun
Purchasing Director
Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021

Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Copies of all inquiries and responses shall be shared with all known recipients of the RFP by addendum. All inquiries must be received by **August 18, 2009 at 5:00 pm**. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum form from Cobb County.

XXVI. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXVII. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVIII. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided.

XXIX. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens,

claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility
A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.
2. Presentations
During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.
3. Evaluation Criteria
The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

The specific qualitative categories may include, but not be limited to, the following:

1. Staff qualifications
2. Performance/Experience of the firm on projects of similar nature, magnitude and complexity
3. Approach to providing services, including training and support and scope of work
4. Financial Stability
5. Availability of the firm to conduct the work
6. Cost

All proposal requirements must be met or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXI. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXII. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

Respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXIII. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIV. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXV. Special Terms And Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXXVII. Americans With Disabilities Act

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

**XXXVIII. Evidence of Compliance with Georgia Security & Immigration
Compliance Act**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

SEE AFFIDAVITS ON FOLLOWING PAGES

**CONTRACTOR AFFIDAVIT & AGREEMENT
EXHIBIT A**

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 Cobb 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), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: _____
[Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

**SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb 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 applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

EXHIBIT B

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

→ PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←

Submitted by: _____ Period Invoiced: _____
Name of Prime Contractor/Vendor _____ **From/To:** _____
 Cobb County Project Name: _____ Bid or P.O. Number: _____
 Cobb County Department or Agency receiving service or product: _____
 Description of Purchased Service/Product: _____
 Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

PURPOSE

The purpose of this Request for Proposal (RFP) is to provide a contract for the provision of alcohol/drug treatment services for the Cobb County DUI Court Program.

SCHEDULE OF EVENTS

The following schedule has been developed in order to provide adequate information for potential bidders to prepare and submit proposals.

EVENT

DATE

Bid Due Date **August 27, 2009 before 12:00 (noon)**

Submit Bids to:

Cobb County Purchasing
1772 County Services Parkway
Marietta, GA

Any questions about this RFP should be directed in writing to:

Mr. Rick Brun, Director
Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4012
Fax: 770-528-1154

E-mail: purchasing@cobbcounty.org

Deadline for questions is Tuesday, August 18, 2009 at 5:00 pm

SCOPE OF SERVICES:

Cobb County DUI Court (“DUI Court” or “the program”) is a voluntary, post-conviction, treatment-based program for those who have been convicted multiple times for driving while under the influence of alcohol or other intoxicants. The DUI Court program offers enhanced supervision, counseling, and treatment to help participants function in the community with continuing support. The mission of the Cobb County DUI Court is to enhance public safety by targeting repeat DUI offenders for placement in an intensive program of treatment, judicial supervision, and individual accountability. The goal of the program is to reduce participant recidivism and enable participants to contribute to and function within the community.

Cobb County DUI Court is not a diversion program, meaning that participants do not receive a lesser charge in exchange for entering the program. Instead, participants benefit from reduced fines, shorter jail sentences, affordable treatment services, and supervision in earning their drivers’ licenses back.

Cobb County DUI Court lasts a minimum of 12 months; however, all program participants are under a 24-month sentence to allow them adequate time to progress through the program’s five phases. Some may take longer to meet the phase change requirements, which others may not be

ready for a step-down in treatment frequency. Treatment features heavily into each phase of the program except for Phase V, which is considered an “aftercare” phase. In addition to attending regular group, individual, and family counseling sessions, participants are required to appear for DUI Court status hearings twice a month. All participants are randomly tested for alcohol and/or other drugs at least twice weekly during their first 12 months in the program. As participants progress through each phase, treatment services become less intensive and court appearances less frequent, allowing participants to become more accountable, responsible members of the community.

As of July 31, 2009, there were thirty participants in the program. The typical admission rate is two to five participants per month. Graduations will begin in November 2009 at an estimated rate of one to three graduates per month. There is no expected cap on program admissions; however, groups should have no more than 20 people. It may become necessary to split the phases (for example, Phase I-A and I-B) to maintain appropriate group sizes (12-18 preferred).

Vendor must provide the following:

- a. Must provide a combination of group, individual, and family counseling for each participant as follows:^{*}
 1. Phase I (8 weeks minimum): two 1.5 hour group sessions per week, one individual session per week (session duration negotiable), and one family session per month.
 2. Phase II (12 weeks minimum): two 1.5 hour group sessions per week, one individual session per month (session duration negotiable), and one family session per month.
 3. Phase III (12 weeks minimum): two 1.5 hour group session per week, and one family session per month.
 4. Phase IV (12 weeks minimum): one 1.5 hour group session per week and one family session during the phase.
 5. Phase V (8 weeks minimum): one 2 hour group session per month and other sessions as required by individualized treatment plan.
- b. Must also offer anger management and gender-specific counseling.
- c. Must use evidenced-based practices in delivering treatment services, including a curriculum such as Prime Solutions.
- d. Must have on staff a treatment provider listed on the Department of Human Resources (DHR) Multiple Offender Treatment Provider Registry.

^{*} The Phase durations listed in the attached Brochure and Participant Handbook are used for current DUI Court participants; however, all bidders should use the Phase durations listed in (a) (1-5) in formulating their bids.

- a. Said staff member must prepare both clinical and DHR evaluations for participants within thirty (30) days of their admission to the program and
 - b. Prepare certificates of treatment completion as the required treatment is completed.
- e. Must collect urine specimens for alcohol/drug screening, follow proper observation and collection methods (below), and properly store specimens for pick up.
- a. The procedure for a direct observed collection is that an observer watches the donor urinate into the collection container. At the point in a routine collection where the donor enters the restroom with the collection, a direct observed collection includes the following additional steps:
 - 1. **The observer must be the same gender as the donor** (unless the observer is medical personnel, such as a doctor). The individual serving as the direct observer enters the restroom with the donor or observes through a one way mirror in a manner that allows for a clear view of the urine going from the donor's body into the collection container.
 - 2. The observer must directly watch the urine go from the donor's body into the collection container. The use of video cameras is not permitted.
 - 3. With regard to chain of custody, the observer must never touch or handle the collection container unless the observer is also serving as the collector.
 - 4. The collector may serve as the observer when the collector is the same gender as the donor. If not, the collector must call upon another individual (who is the same gender as the donor) to act as the observer.
 - b. After the donor has completed urinating into the collection container:
 - 1. The donor and observer leave the restroom and the donor hands the collection container directly to the collector;
 - 2. The observer must maintain visual contact of the collection container until the donor hands the container to the collector; and
 - 3. If the same individual serves as direct observer and collector, he or she may receive the collection container from the donor while they are both in the restroom.

- f. Must develop an initial treatment plan of each participant within one week admission to treatment and update it at every phase change and as needed.
- g. Must update participants' charts at least weekly and as needed.
- h. Must enter participant updates into court's Internet-based Court Ordered Treatment Tracking System at least one business day prior to DUI Court status hearings (currently held every other Monday).

PROVIDER QUALIFICATIONS:

- a. Treatment Providers must designate a substance abuse professional who will be responsible for providing direct treatment services who has one of the qualifications outlined in item b. below. Treatment staff who are working toward certification as a substance abuse professional may provide counseling services, provided that they are working under the clinical supervision of a professional who has one of the six credentials listed under Section b(i.-vi.). and/or the combinations of professional licensure and experience designated in Section b(vii);
- b. Treatment Providers must meet the minimum qualifications to be on the Department of Human Resources (DHR) Multiple Offender Treatment Provider Registry.
 - i. **ASAM:** Certification as an addiction medicine specialist by the American Society of Addiction Medicine
 - ii. **CAP:** Certification in addiction psychiatry by the American Board of Psychiatry and Neurology
 - iii. **CAC II:** Certification by the Georgia Addiction Counselors Association as a Certified Addiction Counselor II
 - iv. **NAADAC I, NAADAC II, NAADAC – MAC (Master Addiction Counselor I):** Certification by the National Association of Alcoholism and Drug Abuse Counselors Association
 - v. **NCRC, ICRC:** Certification by the National Certification and Reciprocity Consortium
 - vi. **APA-CP:** Certification of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders from the American Psychological Association's College of Professional Psychology
 - vii. Licensure under O.C.G.A. Title 43 as a physician, psychologist, professional counselor, social worker, marriage and family therapist, advanced practice nurse, registered nurse with bachelors degree in nursing, or certification as an employee assistance professional, AND

1. documentation of at least 3,000 hours of clinical experience in the treatment of persons who are addicted to alcohol or other drugs, and
 2. documentation of the completion of at least 20 hours of continuing education in the field of substance abuse, with not more than five of these hours consisting of in-service training, in the two-year period prior to application.
- c. As required by State law, Treatment Providers offering services at ASAM level II.I or higher must be licensed by DHR's Office of Regulatory Services as a drug abuse treatment program.

SELECTION CRITERIA:

The evaluation by the evaluation committee will be based on the criteria listed below. The weight given to each criterion set forth below shall be established prior to review of all RFP's as determined by the Owner to be most appropriate for the proposed project.

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to Owner's needs.
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals.
4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the Owner.
5. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources.
6. Cost – Bidders should prepare a cost per participant for the treatment outlined in Scope of Services (a) (1) above for years one and two of the contract.

PERFORMANCE GUARANTEE:

The Owner has the right to issue a complaint against any of Vendor's staff assigned to the Contract for performance-related issues. The Vendor must then remedy the performance-related issue(s) within thirty (30) days; otherwise, the Owner will have the option to ask for replacement of the staff member or to cancel the Contract for non-performance.

TERM AND RENEWAL PERIODS:

The initial term of this full service monthly contract shall commence on date of award for a period of 24 full months. This Contract may be renewed at the sole discretion and option of the Owner at the stated renewal prices in Contractor's Bid Proposal for up to two (2) additional one (1) year (12 month) periods.

Pursuant to O.C.G.A. Section 36-60-13, this contract shall terminate absolutely and without further obligation on the part of Cobb County, Georgia, at the close of the initial term and at the close of each succeeding year for which it may be renewed.

The maximum total obligation of Cobb County, Georgia, for the initial term of the full service monthly contract shall be limited to the Contractor's bid price which includes twelve months service from date of award. The maximum total obligation of Cobb County, Georgia, which will be incurred in each year of the renewal terms, if renewed, shall be limited to the Contractor's original bid price.

This contract shall be deemed to obligate Cobb County, Georgia, only for those sums payable during the original term of execution or, in the event of a renewal by Cobb County, Georgia, for those sums payable in the individual year period renewal term. It shall not be deemed to create a debt of Cobb County, Georgia, for the payment of any sum beyond the original term of execution or, in the event of a renewal, beyond the year of such renewal.

All contracts resulting from this Bid shall in all circumstances be governed and controlled by the provisions contained in the Official Code of Georgia, Section 36-60-13, which is incorporated by reference, in that, among other provisions, even though the term will be for 2 years, the contracts shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which they are executed and at the close of each calendar year for which they may be renewed, provided, however, contracts shall automatically renew for up to THREE (3) years unless Owner provides to Contractor written notice at least 30 days prior to the end of the initial year of the Contract or any subsequent year for which it may be renewed.

BID FORM
Alcohol and Drug Treatment Services for the
Cobb County DUI Court Program
Cobb County State Court
Sealed Bid 09-5440

Please provide a cost per participant for the Alcohol/Drug Treatment Services outlined herein.

Year 1

Year 2

Year 3

\$ _____

\$ _____

\$ _____



Cobb County DUI Court

Participant Handbook

This handbook belongs to:

My alcohol/drug screen color is:

The alcohol/drug screen phone number is:

(770) 528-1772

Cobb County DUI Court

12 E. Park Square, Room 3B-1

Marietta, GA 30090

Phone: (770) 528-1762

Fax: (770) 528-8002

My sponsor's name and phone number:

Welcome to the Cobb County DUI Court

We are glad that you want to be a part of the DUI Court program, and we are looking forward to working with you as you fulfill your obligations to the community while, at the same time, beginning your personal journey towards sobriety.

This handbook is designed to answer your questions about what is expected of you as a DUI Court participant. In addition to abiding by the program requirements laid out in this handbook, you must also follow the instructions and orders given to you by the Judge and comply with your individualized treatment plan.

If you still have questions after reading this handbook, please contact the DUI Court Coordinator or Probation Officer.

Introduction

The Cobb County DUI Court program (“DUI Court” or “program”) is a post-conviction, treatment-based program for those who have been convicted multiple times for driving while under the influence of alcohol or other intoxicants. The program is a part of the probation portion of your DUI sentence.

The DUI Court is based on a team concept involving the DUI Court Judge, the DUI Court prosecutor, the Circuit Defender (public defender), the DUI Court Probation Officer, the Sheriff’s office and other local law enforcement entities, the DUI Court Coordinator, and substance abuse treatment professionals. All DUI Court Team members will work together to support you, the participant, in addressing and combating the substance abuse issues that contributed to your placement in the criminal justice system. The DUI Court program offers enhanced supervision, counseling, and treatment to help you function in the community with continuing support.

All defendants accepted into the DUI Court will have their cases assigned to Judge Melodie H. Clayton as the Judge for the Cobb County DUI Court.

Mission Statement

The mission of the Cobb County DUI Court is to enhance public safety by targeting repeat DUI offenders for placement in an intensive program of treatment, judicial supervision, and individual accountability. The goal of the program is to reduce participant recidivism and enable participants to contribute to and function within the community.

Guiding Principles

We believe that if you follow these three guiding principles, you will succeed in this program:

1. **BE HONEST.** This is often the most difficult rule to follow. The DUI Court Team expects you to be honest in all areas of your life; you owe it to *yourself* to be honest in all areas of your life. Do not attempt to falsify records, conceal alcohol/drug use, or tamper with or dilute your urine. Eventually, you will get caught.

2. **SHOW UP.** Be on time for treatment, 12-step meetings, and DUI Court sessions. Show up mentally as well as physically; you will get out of this program what you put into it.

3. **DON'T WHINE!** You must understand that this is not an easy program. Over the next twelve months to two years, you will have a lot of hard work to do, both to fulfill the terms of your sentence and to address your substance abuse issues. To be fully engaged in your recovery and successfully complete this program, you will have to make sacrifices.

Important Documents

You are bound by your sentence and any exhibits attached to the sentence, any orders that were entered as part of your sentence, the DUI Court Participant Contract, all paperwork you completed as part of your application for DUI Court, this handbook, and any memos or other documents you are given by the DUI Court Team. Keep copies of all of your paperwork for your records. Any documents you give to the DUI Court Probation Officer become part of your confidential file and cannot be returned to you.

Judge's Role

The DUI Court Judge has been on the bench long enough to be well aware of the toll that substance abuse takes on participants' lives, the lives of family members, the court system, and the entire community. As a participant in DUI Court, you will develop a working relationship with the Judge as she monitors your progress through the program.

The Judge will work with the DUI Court Team to discuss possible candidates for the program and to determine appropriate, effective sanctions for program violations and incentives for continued compliance. Before each DUI Court session, the Judge will be given a progress report outlining your alcohol and drug testing results, attendance record, participation and cooperation in the treatment program, and other information, such as employment or educational requirements that may have been imposed. The Judge may ask questions about your progress and discuss any problems you may be having. If you are doing well in the program, you may be rewarded with incentives. If your progress reports show that you are not complying with the requirements of the program, the Judge will discuss this with you and determine what steps need to be taken to help you remember your goals in the program.

Please understand that the Judge has many responsibilities beyond DUI Court; therefore, her time is limited. Direct contact with the Judge and her office is **prohibited** outside the courtroom setting. The Judge is not your case manager, and she cannot give you legal advice.

Discuss any problems, requests, or questions you have with the DUI Court Coordinator or Probation Officer *before* bringing concerns directly to the Judge during Court sessions. Many times, such matters need to be addressed by the whole Team during staffing.

DUI Court Team Members

In addition to the Judge, other members of the DUI Court Team include the:

- **DUI Court Coordinator**, who acts as the primary contact person in connection with all operations of the DUI Court, attends staffing and DUI Court sessions, maintains participant records, and provides oversight for treatment and probation services;
- **DUI Court Probation Officer**, who supervises participants through in-office visits, coordinates field visits with the Sheriff, monitors the payment of fees, and provides reports on compliance matters to the DUI Court Coordinator;
- **DUI Court Prosecutor**, who attends staffing sessions to evaluate your progress through the Court, to identify potential candidates for the DUI Court, and to recommend appropriate sanctions and incentives. The DUI Court Prosecutor or his representative also attends DUI Court sessions;
- **Defense Attorney**, who attends staffing sessions to evaluate your progress through the Court and to recommend appropriate sanctions and incentives. Once you enter the program, the obligations of your former attorney end, and it is the DUI Court Defense Attorney who speaks on your behalf at DUI Court staffing sessions; however, this person does *not* represent you in the traditional sense;
- **Sheriff's designated DUI Court Deputy**, who provides accountability for your participation in the program by conducting unannounced field visits and by participating in staffing sessions; and the
- **WellStar treatment specialist**, who attends staffing and DUI Court sessions and offers input on your treatment progress and recommends appropriate sanctions and incentives.

Participant Responsibilities

Once accepted into DUI Court, you must obey **all** program guidelines. Each Phase and each individual will have specific requirements. The general guidelines are as follows:

- ***Refrain from using alcohol and/or drugs;***
- Attend all Court and treatment sessions, and be on time;
- Complete all random alcohol and drug screens;
- Attend 12-step meetings as assigned;
- Obtain a 12-step sponsor of the same gender;
- Comply with all education and employment requirements;
- Complete community service requirements;
- Keep your participant fees current;
- Do not enter any business whose primary function is the sale of alcohol;
- Do not associate with people who use or possess drugs;
- Make sure your children under the age of 18 years old are accompanied by a non-DUI Court participant at all times at the courthouse and/or treatment facility;
- Immediately report any contact you have with any form of law enforcement;
- Do not possess any weapons while in DUI Court, and do not carry any weapons on your person or in your vehicle at the courthouse, 12-step meetings, or any treatment facility.

Courtroom Behavior and Rules

- Attend all scheduled Court appearances on time and immediately be seated in the courtroom.
- Do not talk in the courtroom during DUI Court proceedings.
- Do not bring food or drink into the courtroom.
- When addressing the Judge, speak clearly so the Judge and other Team members can hear your responses to the Court. Keep your hands out of your pockets.
- Remain in the courtroom until excused by the Judge.
- Dress appropriately for Court and treatment sessions. Appropriate dress means:
 - Do not wear shorts (even during summer);
 - No torn or ripped jeans;
 - No hats, caps, or bandanas;
 - No gang attire of any kind;
 - No phones, pagers, or electronic devices in Court or treatment;
 - No sagging pants that hang below the waist;
 - No tank tops, muscle shirts, or crop-tops;
 - No clothing advertising tobacco or alcohol products or attire with obscene words or pictures;
 - Have shirt tails tucked into pants;
 - No chewing gum while in Court; and
 - No facial or tongue piercing of any kind in Court or treatment.

Treatment

Each participant who is accepted into DUI Court will be required to attend treatment sessions located at the WellStar treatment facility. The treatment component of DUI Court is designed to provide a continuum of care during your recovery, rehabilitation, and reintegration into the community. To aid you in your treatment, each Phase of the DUI Court provides varying degrees of direct supervision and alcohol and drug screening. You will be required to attend treatment groups, family counseling sessions, individual treatment sessions, 12-step meetings, and case management meetings. As you successfully move through the DUI Court program, the intensity of these requirements will lessen and expectations for increased accountability in everyday life will increase.

Treatment Facility and Group Rules

All DUI Court-related activities and locations (including the WellStar treatment facility) are an extension of the DUI Court. Your behavior should reflect this understanding at all times. This includes the treatment facility and parking lot, all other treatment locations, community service sites, special events, and any other function associated with DUI Court activity. Violations of program rules can result in sanctions and/or new criminal charges.

- No alcohol, drugs, weapons, or pocketknives will be brought to the facility.
- Groups will begin on time. You must be punctual, as tardiness will result in sanctions. You must attend and participate in the full session to receive credit.
- Confidentiality is a must. What is said in group stays in group! You can tell anyone what **you** say or do in group, but not what **others** say or do. There will be **significant consequences** to any violation to this rule.
- Be respectful and attentive to peers.

- Free expression of your thoughts and feelings is encouraged; however, violence, threats, or intimidation will not be tolerated. Extreme use of profanity is not acceptable.
- Leave group only in an emergency after notifying a treatment staff member.
- The telephone is for local calls only. No incoming calls.
- Dress code: no tank tops, shorts, or dark glasses. No clothing advertising alcohol or drugs is permitted. All hats are to be removed once inside the building. Appropriate hygiene is to be maintained.
- If you exhibit behaviors of harm to yourself or others, confidentially will not apply, and the proper authorities and next of kin will be notified.
- Cell phones and pagers must be left in the car before entering the treatment facility. **They will be confiscated if they ring or beep.**
- No visitors allowed including children and pets. You will be notified of scheduled exceptions.
- Smoking is permitted outside in designated areas only.
- No littering in parking lot or buildings.
- Destroying or defacing treatment facility property will lead to sanctions and additional criminal charges.

Alcohol and Drug Testing

You will be alcohol and drug tested randomly throughout every Phase of DUI Court. Methods of testing will include portable alcohol detection devices (such as a Breathalyzer) and urine analysis. When giving a urine sample, you will be observed by someone of the same gender to ensure freedom from errors or tampering.

- If you have a positive test in any Phase, the Judge, based on recommendations from the DUI Court Team, will apply immediate sanctions, including, but not limited to, jail time to help you refrain from alcohol or drug use.
- If you miss a test, it will count as a positive (dirty) test.
- If you are late for a test, you will be charged as follows:
 - Up to 14 minutes 59 seconds late: \$50 fee.
 - 15 to 29 minutes 59 seconds late: \$75 fee.
 - 30 minutes late or more: cannot test and will count as a positive.
- Failure to submit a specimen within 30 minutes of reporting will count as a positive test.
- You must call in to the alcohol/drug testing line each day to see if you are scheduled for a screen. The phone number for drug testing is (770) 528-1772. Each day's information will be available from 6 a.m. to 5 p.m.
- **If for any reason you cannot access the alcohol/drug testing line, it is your responsibility to report to the treatment center during scheduled alcohol/drug testing hours.**

Unless you are told to report elsewhere, alcohol/drug testing will be conducted at the WellStar treatment center located at:

Windy Hill Exchange
2000 South Park Place
Atlanta, Georgia 30339

Drug testing hours are as follows:

Monday between 8 a.m. and 5 p.m.
(a specific time will be given)
Tuesday 7:30 p.m.
Wednesday 7:30 p.m.
Thursday 7:30 p.m.
Friday 7:30 p.m.
Saturday 8:00 a.m.
Sunday 9:00 a.m.

If you are required to appear for a test on a Sunday, you will report to the Cobb Sheriff's Office Work Release Center located at 1825 County Services Parkway, Marietta, Georgia 30080. Directions to this facility can be found in the back of this handbook.

You must be punctual and prepared to submit a specimen during the specified hours. **Late arrivals will not be able to test, and the failure to submit a specimen will be considered a positive screen.** Most alcohol/drug testing will be conducted at the treatment facility but, occasionally, the Judge may request that a urine specimen be collected during or after a DUI Court session.

Tampering with or diluting a alcohol/drug screen can be grounds for termination from the DUI Court program.

Procedures and Rules for Alcohol/Drug Testing

- Only one participant is allowed in the testing area at a time. A staff member must accompany you at all times during alcohol/drug testing.
- You must make sure that both your name and date are on the specimen bottle.
- You must indicate an admission or denial of alcohol/drug use when arriving at the treatment facility before a specimen is obtained. **Honesty is a crucial component for recovery and for participation in the DUI Court program. Admitting that you have used drugs and/or alcohol will be considered by the Court when sanctions are imposed.**
- You will not be allowed to leave the testing area or to drink excessive fluids until a specimen is rendered.
- You may not carry purses, coats, bags, etc. into the testing area.
- Shirt sleeves should be rolled up to the elbow, and you may be asked to remove additional clothing to ensure the validity of a specimen. You should lift your shirt to waist level and pants/underwear should be pulled to the knees before the specimen is obtained.
- The test cup must contain a minimum 1/3 level to be adequate for testing.

Medication

As you will learn in the DUI Court program, cross-addiction is real. You may find it quite easy to change from one mood-altering substance to another and continue to be addicted. As long as you continue to manipulate your mood with a substance rather than introduce new thoughts and new activities, you will remain cross-addicted and actively ill.

Many drugs used to combat insomnia, pain, colds, flu, or pneumonia cause mood changes that can short-circuit your ability to control impulsive behavior. Inform your personal doctor and any other treating physicians that you are a recovering alcoholic/addict and may not take narcotic or addictive medications.

No drug of any kind is to be taken without prior approval from the DUI Court Team.

Please be aware that many foods (such as desserts, bagels, soups, and cream sauces), mouthwash, over the counter medications, cold/allergy products, and cough medications contain alcohol or drugs and should not be taken.

It is difficult to remember which drugs to avoid; therefore, a reference list of safe drugs will be given out at treatment. If you have a particular problem, be sure to discuss it with a WellStar clinician.

You must take responsibility for all of the medication you take in the future, because not every physician, pharmacist, or dentist knows the nature of your condition and what you have learned.

Schedule

The DUI Court Team meets for staffing every other Monday at 2:45 p.m. in order to prepare for Court that afternoon. DUI Court convenes at 4 p.m. and lasts until 5 p.m. You should plan to arrive no later than 3:50 p.m. Every few weeks, you will be given a schedule of upcoming DUI Court sessions. Please keep in mind that DUI Court sessions are open to the public, but staffing is not.

Group treatment schedules vary depending on what Phase you are in.

Attendance

As a participant in DUI Court, you are required to attend all assigned DUI Court sessions and all assigned treatment sessions (group, individual, and/or family). Failure to attend as required will result in progressive sanctions including, but not limited to, a warrant being issued for your arrest.

Special requests to be excused from DUI Court sessions and treatment sessions must be approved by the DUI Court Judge. The following procedure must be followed:

1. All requests are to be submitted in writing (in person, not via fax) to the DUI Court Coordinator or Probation Officer. **It is your responsibility to submit the request in time to have it considered at the next regular staffing session.** Allow at least three business days for verification.
2. All requests must have appropriate documentation attached. (For example: a note from your doctor, school, work, or another court explaining the situation. The note should be written on letterhead and signed and dated by a person in authority, with a phone number included.)
3. The DUI Court Coordinator and/or DUI Court Probation Officer will screen and verify all requests before presenting them to the Team for consideration.

4. You must appear for DUI Court on the day your request is being considered. The DUI Court Judge will inform you at that time whether your request has been granted. (Even if your Phase is not required in Court on that date, you must be present in Court to receive the decision.)

Only ***legitimate*** excuses will be considered. Birthdays, anniversaries, vacations, and concerts are not considered legitimate reasons for missing Court or treatment. In the event of a sudden life-threatening illness and/or death in the immediate family, you may proceed as needed. (“Immediate family” includes your spouse, children, siblings, parents, and grandparents only.) Contact a DUI Court Team member by phone the next business day, and obtain proof of relationship, medical records, or an obituary to be submitted upon your return to the program.

No leave requests will be granted while you are in Phase I of the program.

Residency

You are required to maintain residency in Cobb County during the duration of your time in DUI Court. Before moving to a different address within the county, you must complete a change of residence request form and get approval for such change from the DUI Court Team.

Curfew

While you are in DUI Court, you will be placed under a curfew. Unless you are specifically told otherwise by the Judge, your curfew is midnight to 5 a.m. During the hours of your curfew, you will be expected to be at your primary residence. Violating curfew will result in sanctions. Requests to be out after curfew, whether for work or other purposes, must be approved by the DUI Court Team.

DUI Court Fees

As a condition of participation in DUI Court, you are required to pay program fees of \$55.00 per week. Fees must be paid by noon each Friday (or the next Monday, if the courthouse is closed for a holiday or due to inclement weather). Accepted forms of payment are cash, money order, cashier's check, Visa, MasterCard, or debit card. Personal checks are not permitted. If you would like to pre-pay your program fees, you are free to do so.

Prior to making your first payment, you will be given a fee card that shows your name and case number. To ensure that your payment is properly credited towards your DUI Court program fee (as opposed to your fines), you must present this fee card to the clerk when making your weekly payment. ***Failure to present your fee card to the clerk will be considered a missed payment for sanction purposes.***

Failure to pay program fees may result in sanctions. If your outstanding fees exceed \$150.00, you may be required to complete and provide proof of four (4) hours of community service each week until you are caught up on your fees.

All DUI Court program fees must be paid in full before you will be eligible for Phase transition, vacation, and graduation from the program.

Fines

There will be fines and surcharges as part of your DUI sentence, and you may also be required to pay restitution. As a DUI Court participant, you will not be required to pay your fine during Phases 1 and 2 of the program. Fine payments will begin in Phase 3. Your fine may be reduced upon graduation from the program.

Additionally, your probation fees will be suspended while in the program.

Employment

You are required to maintain approved employment or be enrolled in school full-time throughout the DUI Court program. Deviations from this requirement may be allowed at the discretion of the DUI Court Team. For almost every participant, however, failure to have and maintain a job will result in sanctions. If you enter the program without a job, you will be given time to look for employment before sanctions are imposed. During this time, you must provide the DUI Court Probation Officer with sufficient proof that you are *actively* searching for a job.

After the grace period, if you are still not gainfully employed or in school full time, you will be required to perform four (4) hours of community service daily until you secure and begin employment. This community service is in the nature of a sanction, so it will not count towards the community service portion of your sentence. As an additional and/or alternative sanction, you may be required to report to the DUI Court office every morning. You **must** continue to search for employment during this time, or you will face additional sanctions.

You must turn in proof of employment and/or school enrollment at each Court session.

DUI Court Phase Structure

DUI Court is a five-phase program lasting a minimum of twelve (12) months. The requirements of each Phase are listed below. Please understand that these are the minimum requirements for each Phase; variations to these requirements may be made by the DUI Court Team on a case-by-case basis as needed. ***At any time, you may be moved back to an earlier Phase if the DUI Court Team decides that such a change is appropriate for you.***

PHASE I

- **Stay clean and sober. Do not drink alcohol or use drugs.**
- Duration: six (6) weeks minimum.
- Court: attend DUI Court sessions every other Monday.
- Alcohol/drug testing:
 - Submit to random breath tests.
 - Submit to random urine screens (minimum 2 times per week).
- Supervision:
 - Report to the DUI Court Probation Officer as directed.
 - Expect random unannounced field visits (home, work, etc.) by DUI Court Probation Officer/Sheriff's deputies.
 - Pay all program fees weekly.
- Treatment:
 - Follow your individualized treatment plan.

- Attend on time and actively participate in at least three (3) weekly treatment sessions at WellStar, as scheduled.
- Attend at least one family group treatment session.
- Attend a minimum of four (4) 12-step meetings per week (with verification).
- Obtain a 12-step sponsor of the same gender, and meet face-to-face at least once per week (with verification).
- Employment: be suitably employed and maintain regular attendance at work.
- Promotion to Phase II:
 - Must have four (4) consecutive weeks of sobriety.
 - Must have four (4) consecutive weeks without a jail sanction.
 - Must have a sponsor.
 - Must be employed or in school full-time.
 - Must be in compliance with individualized treatment plan.
 - Payments must be current.
 - Must complete a Phase Change Application.
- Phase completion: credit of forty (40) hours of community service.

PHASE II

- **Stay clean and sober. Do not drink alcohol or use drugs.**
- Duration: twelve (12) weeks minimum.
- Court: attend DUI Court sessions every other Monday.

- Alcohol/drug testing:
 - Submit to random breath tests.
 - Submit to random urine screens (minimum 2 times per week).
- Supervision:
 - Report to DUI Court Probation Officer as directed.
 - Expect random unannounced field visits (home, work, etc.) by DUI Court Probation Officer/Sheriff's deputies.
 - Pay all program fees weekly.
- Treatment:
 - Follow your individualized treatment plan.
 - Attend on time and actively participate in at least two (2) weekly treatment sessions at WellStar, as scheduled.
 - Attend at least one family group treatment session.
 - Attend a minimum of three (3) 12-step meetings per week (with verification).
 - Maintain relationship with permanent 12-step sponsor and contact him/her at least twice weekly (with verification).
- Employment: be suitably employed and maintain regular attendance at work.
- Promotion to Phase III:
 - Must have six (6) consecutive weeks of sobriety.
 - Must have six (6) consecutive weeks without a jail sanction.
 - Must complete DUI School (Risk Reduction).

- Must submit community service plan outlining how the balance of the community service portion of your sentence will be completed by graduation.
- Must have a permanent 12-step sponsor.
- Must be employed or in school full-time.
- Must be in compliance with individualized treatment plan.
- Payments must be current.
- Must complete a Phase Change Application.
- Phase completion: credit of forty (40) hours of community service.

PHASE III

- **Stay clean and sober. Do not drink alcohol or use drugs.**
- Duration: twelve (12) weeks minimum.
- Court: attend DUI Court sessions every other Monday.
- Fine payments: pay at least \$10 per week toward the fines, surcharges, and restitution that are part of your sentence.
- Alcohol/drug testing:
 - Submit to random breath tests.
 - Submit to random urine screens (minimum 2 times per week).
- Supervision:
 - If needed, begin working towards obtaining a GED or high school diploma.
 - Report to DUI Court Probation Officer as directed.

- Expect random unannounced field visits (home, work, etc.) by DUI Court Probation Officer/Sheriff's deputies.
- Pay all program fees weekly.
- Treatment:
 - Follow your individualized treatment plan.
 - Attend on time and actively participate in at least two (2) weekly treatment sessions at WellStar, as scheduled.
 - Attend at least one family group treatment session.
 - Attend a minimum of three (3) 12-step meetings per week (with verification).
 - Maintain relationship with permanent 12-step sponsor and contact him/her at least twice weekly (with verification).
 - Follow treatment plan recommended by WellStar clinicians.
- Promotion to Phase IV:
 - Must have eight (8) consecutive weeks of sobriety.
 - Must have eight (8) consecutive weeks without a jail sanction.
 - Must have attended one MADD Victim Impact Panel.
 - Must have a permanent 12-step sponsor.
 - Must be employed or in school full-time.
 - Must be in compliance with individualized treatment plan.
 - If needed, must show progress towards GED or high school diploma.
 - Payments must be current.

- Must complete a Phase Change Application.

Phase completion: credit of forty (40) hours of community service.

PHASE IV

- **Stay clean and sober. Do not drink alcohol or use drugs.**
- Duration: sixteen (16) weeks minimum.
- Court: attend the second (2nd) DUI Court session of every month.
- Fine payments: pay at least \$15 per week towards the fines, surcharges, and restitution that are part of your DUI sentence.
- Alcohol/drug testing:
 - Submit to random breath tests.
 - Submit to random urine screens (minimum 2 times per week).
- Supervision:
 - Complete forty (40) hours of community service from your original sentence.
 - If needed, continue working towards obtaining a GED or high school diploma.
 - Report to the DUI Court Probation Officer as directed.
 - Provide the DUI Court Probation Officer with documentation of one alcohol and drug free recreational activity per month.
 - Expect random unannounced field visits (home, work, etc.) by Probation Officer/Sheriff's deputies.
 - Pay all program fees weekly.

- Treatment:
 - Follow your individualized treatment plan.
 - Attend on time and actively participate in a minimum of one (1) treatment session per week at WellStar, as scheduled.
 - Attend a minimum of two (2) 12-step meetings per week (with verification).
 - Maintain relationship with permanent 12-step sponsor and contact him/her at least twice weekly (with verification).
 - Participate in Phase 1 groups to mentor new participants of the same gender.
- Promotion to Phase V:
 - Must have ten (10) consecutive weeks of sobriety.
 - Must have ten (10) consecutive weeks without a jail sanction.
 - Must have four (4) consecutive weeks without any other DUI Court sanction.
 - Must have a permanent 12-step sponsor.
 - Must be employed or in school full-time.
 - Must be in compliance with individualized treatment plan.
 - If needed, must show progress towards GED or high school diploma.
 - Payments must be current.
 - Must complete a Phase Change Application.
- Phase completion: credit of forty (40) hours of community service.

PHASE V – MAINTENANCE (AFTERCARE)

- **Stay clean and sober. Do not drink alcohol or use drugs. Positive and/or dilute screens in Phase V may result in your being moved back to a previous Phase.**
- Duration: six (6) weeks minimum.
- Court: attend the second (2nd) DUI Court session of every month.
- Fine payments: pay at least \$20 per week towards your fines, surcharges, and restitution until 50% of your fines and surcharges have been paid and the restitution has been paid in full.
- Alcohol/drug testing:
 - Submit to random breath tests.
 - Submit to random urine screens (minimum 1 time per week after 52 total program weeks have passed).
- Supervision:
 - Complete eighty (80) hours of community service from your original sentence.
 - If needed, obtain a GED or high school diploma.
 - Report to the DUI Court Probation Officer as directed.
 - Expect random unannounced field visits (home, work, etc.) by DUI Court Probation Officer/Sheriff's deputies.
 - Pay all program fees weekly.
- Treatment:
 - Attend treatment sessions as required by individualized treatment plan.
 - Attend a minimum of two (2) 12-step meetings per week (with verification).

- Maintain relationship with permanent 12-step sponsor and contact him/her at least twice weekly (with verification).

Phase completion: credit of forty (40) hours of community service.

Requirements for Graduation

To graduate from the DUI Court program, you must meet the following requirements:

- Complete an application for graduation.
- Successfully complete all Phases of the DUI Court.
- Pay in full all DUI Court program fees.
- Complete all the requirements of your DUI sentence, including:
 - Pay one half of the total amount of your fines and surcharges.
 - Pay your restitution and publication fee in full.
 - Complete all required community service.
- Maintain sobriety. Positive and/or dilute screens during Phase V may cause you to be moved back to a previous Phase.

If you successfully complete and graduate from DUI Court, your base fine will be reduced to one-half of what was originally imposed, pursuant to O.C.G.A. § 40-6-391(g) (2).

By the time you graduate from DUI Court, you will have developed a strong support system for your recovery and will be in a position to be an asset to the community. After graduation, the DUI Court Probation Officer will continue to monitor you for the balance of your probationary sentence.

Incentives

From time to time, the DUI Court Team may reward participant compliance and good behavior with incentives that may range from special recognition by the Judge to a reduction in program requirements to movie tickets and gift cards donated by the community.

Sanctions

Sanctions will be imposed by the Judge if you violate program rules. Examples of the types of behaviors that can result in sanctions include, but are not limited to:

- Positive alcohol/drug test results;
- Submitting a tainted or diluted urine sample;
- Failure to take a scheduled urine test;
- Unexcused absences from Court and/or treatment;
- Bad attitude;
- Failure to appear in Court or for other scheduled appointments;
- Tardiness to Court, treatment, or scheduled appointments; and/or
- Other non-compliance issues.

The severity of the sanction will depend on the severity of your offense and your prior history of violations. Examples of sanctions that may be imposed include, but are not limited to:

- A verbal or written reprimand from the Judge;
- Additional community service hours;
- Increased reporting to the DUI Court Probation Officer and/or the DUI Court office;

- Loss of driving privileges;
- Home confinement;
- Adjustment in curfew;
- Electronic monitoring (at participant's expense);
- Confinement in Work Release program;
- Straight confinement time;
- Regression in DUI Court Phase; and/or
- Other sanctions as deemed appropriate.

Sanctions can include jail time. In the event that jail time is required for your program violation, **you must make sure that your children, if you have any, will be supervised while you are in custody.** Child neglect will not be tolerated, and the DUI Court Team will involve the Department of Family and Children Services when necessary. If you know you will be going into custody, be sure to bring your properly labeled prescription medications with you when you appear in Court. Also, if you drove to Court before being taken into custody, make arrangements to have your vehicle retrieved for you. Do not leave your vehicle unattended while you are in jail.

Treatment will not be used as a sanction; however, it is possible that your violation of program rules indicates that a treatment adjustment is needed. Examples of treatment adjustments include, but are not limited to:

- Increased case management with your treatment clinician;
- Increased treatment attendance and/or individual sessions (at participant expense);
- Increased 12-step meetings;
- Regression in treatment Phase; and/or
- Placement in a recovery residence or in-patient treatment facility.

Termination

The DUI Court Team is committed to giving you the opportunity to learn to become alcohol and drug free; however, your continued participation in the DUI Court program is contingent upon compliance with **ALL** program guidelines and regulations.

Serious non-compliance issues for which termination may be considered include, but are not limited to:

- Repeated failure to remain clean and sober;
- Repeated failure to attend and participate in groups;
- Threats or violence against peers, DUI Court Team members, or treatment staff;
- Altering or tampering with drug screens;
- Committing a new offense;
- A pattern of program violations that indicate unwillingness to comply with program conditions;
- Violating the fraternization policy; and/or
- Chronic failure to pay program fees.

Our goal is to help you achieve sobriety. We want you to succeed in the program, so termination is considered as a last resort.

Policy Changes/Handbook Revisions

From time to time, this handbook will be revised and policies will change. In between handbook revisions, you will receive memos updating you regarding such changes. Please feel free to ask questions if you are ever unsure about a rule or policy. It is always best to err on the side of caution instead of guessing and later finding out—the hard way—that you were wrong.

DUI Court Contact Information

Emily B. Keener, Coordinator
Cobb County DUI Court
12 East Park Square, Room 3B-1
Marietta, GA 30090
770-528-1762 (phone)
770-528-8002 (fax)

Kristen Novak
DUI Court Probation Officer
12 East Park Square
Marietta, GA 30090
770-528-1798 (phone)
770-528-1794 (fax)

WellStar Development Center
2000 South Park Place
Atlanta, GA 30339
770-956-6464 (main line)

Gloria Ricci, Manager
770-956-6470
Albert Lewis, Counselor
770-956-6465
Tom Harrison-Burke, Counselor
770-956-6471

DUI Court Team Members

Judge Melodie H. Clayton

Emily B. Keener, DUI Court Coordinator

Kristen Novak, DUI Court Probation Officer

Investigator Chris Worth, Sheriff's Office

Jeff Johnson, DUI Court Prosecutor

Bob Crossett, Defense Attorney

Phyllis Collins, Defense Attorney

Gloria Ricci, WellStar Treatment Team Leader

Community Resources

Alcoholics Anonymous	404-525-3178 http://www.aageorgia.org
Narcotics Anonymous – Marietta hotline	770-421-8881 http://www.grscna.com
Department of Family and Children Services	770-528-5000
Department of Driver’s Services	678-413-8400
Department of Labor	770-528-6100
Anger Management—WellStar	770-956-6470
Adult Education Program—WellStar	770-956-6470
Cobb Works	770-528-4300
Legal Aid	770-528-2565
Mental Health Center—WellStar	770-956-6470
Cobb Pregnancy Services	770-590-9361
MADD	770-615-3737
Cocaine Hotline	800-905-8666
Drug Helpline	800-378-4435
Consumer Credit Counseling	800-251-2227
Georgia Council on Child Abuse	800-532-3208
Cobb & Douglas Public Health	770-514-2300

Directions to the Cobb County Jail/Work Release

The Cobb County Jail is located at 1825 County Services Parkway, between Austell Road and Powder Springs Road, approximately 4.5 miles southwest of the Marietta Square.

If you are coming from Atlanta, take I-75 north to Windy Hill Road, exit #260. At the top of the ramp turn left onto Windy Hill Road. Proceed west approximately 6.4 miles on Windy Hill Road, which will dead end into Austell Road. Turn right on Austell Road and proceed to the next traffic light at County Services Parkway. Turn left onto County Services Parkway. Proceed on County Services Parkway approximately one mile. The Cobb County Jail entrance will be on your right. The sign will be marked “The Cobb County Adult Detention Center.”

If you are coming south from Cartersville, take I-75 south to the North Marietta Parkway, exit #265. Turn right at the bottom of the ramp. Proceed approximately 5.3 miles to County Services Parkway. Turn left onto County Services Parkway. Proceed on County Services Parkway approximately ½ mile. The Cobb County Jail entrance will be on your left. The sign will be marked “The Cobb County Adult Detention Center.”

If you are coming from South Cobb, go north on Austell Road. Turn left onto County Services Parkway. Proceed on County Services Parkway approximately one mile. The Cobb County Jail entrance will be on your right. The sign will be marked “The Cobb County Adult Detention Center.”

PROGRAM ELEMENTS

DUI Court is a five-phase program lasting a minimum of 12 months. Each phase incorporates random alcohol and drug testing, group treatment sessions, formal support group meetings, and regular court appearances.

Phase I: six weeks minimum

Phase II: twelve weeks minimum

Phase III: twelve weeks minimum

Phase IV: sixteen weeks minimum

Phase V: six weeks minimum

REQUIREMENTS

Participants will be expected to pay a weekly participation fee of \$55, which includes their treatment and alcohol/drug testing costs. Also, participants must follow all DUI Court rules and regulations, including, but not limited to:

- Employment and/or educational requirements
- Rules regarding behavior in the courtroom and treatment facility
- All other terms of probationary sentence

DUI COURT TEAM

Judge Melodie H. Clayton

Emily B. Keener, Coordinator

Jeff Johnson, Assistant Solicitor

Bob Crossett, Defense Attorney

Phyllis Gingrey Collins, Defense Attorney

Kristen Novak, Probation Officer

Investigator Chris Worth, Sheriff's Office

Gloria Ricci, WellStar



CONTACT INFORMATION

Cobb County DUI Court
State Court of Cobb County
12 E. Park Square, Room 3B-1
Marietta, GA 30090

Phone: (770) 528-1762

Fax: (770) 528-8002

Email: duicourt@cobbcounty.org

Website: coming soon to cobbcountyga.gov

STATE COURT OF COBB COUNTY
MARIETTA, GEORGIA

COBB COUNTY DUI COURT



Program Information

Questions?

Email duicourt@cobbcounty.org

WHAT IS COBB COUNTY DUI COURT?

BACKGROUND

Cobb County DUI Court is a voluntary, post-conviction,



treatment-based program for those who have been convicted multiple times for driving

while under the influence of alcohol or other intoxicants. The DUI Court program offers enhanced supervision, counseling, and treatment to help participants function in the community with continuing support.

MISSION STATEMENT

The mission of the Cobb County DUI Court is to enhance public safety by targeting repeat DUI offenders for placement in an intensive program of treatment, judicial supervision, and individual accountability. The goal of the program is to reduce participant recidivism and enable participants to contribute to and function within the community.

COMMUNITY BENEFITS

DUI Courts have been shown to reduce recidivism (repeat offenses) by DUI offenders. A study by the Judicial Council of Georgia found that 12 months after graduation from DUI Court, participants are almost 3 times less likely to have a new DUI arrest. At 24 months after graduation, DUI Court participants are 4 times less likely to have a new DUI arrest. Even more promising, DUI Court participants are 20% less likely to be arrested for a new felony. These numbers all add up to taxpayer savings and a safer community!

PARTICIPANT BENEFITS

- Support in achieving sobriety
- High-quality treatment at a reduced cost
- Fines reduced by 1/2 upon graduation
- Community service credit for successful completion of program phases
- Supervision in meeting requirements for license reinstatement, including 17-week certificate
- Access to community resources (job placement, affordable housing, etc.)

ELIGIBILITY

- 2nd DUI in five years or 3rd or more lifetime
- Cobb County resident
- 17 years of age or older
- Indication of alcohol/drug abuse or dependence
- No violent felony offenses
- No out-of-state warrants
- No ICE (immigration) holds

PROGRAM ENTRY

Referrals to DUI Court must be approved by the assigned judge and the assigned prosecutor. After the defendant and his or her attorney complete the application packet, a preliminary assessment will be administered. The DUI Court Team will then make a final decision regarding program entry.

