



Administrative Services Committee Meeting Commission Chamber- 10/11/2010- 1:00 PM

ADMINISTRATIVE SERVICES

1. Approve contract with ADP to implement Time & Attendance Module of ☐ [Attachments](#)
the ADP systems.
2. Approve the selection of BlueCross BlueShield of Georgia as the Augusta, ☐ [Attachments](#)
Georgia Health Insurance Provider for 2011.
3. Approve changing the Painter I Position at the Municipal Building to ☐ [Attachments](#)
Maintenance Worker I.
4. Motion to deny bid protest regarding item 10-142- RFP to Lease the Patch ☐ [Attachments](#)
Golf Course.

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**Administrative Services Committee Meeting
10/11/2010 1:00 PM
ADP Time & Attendance Module**

Department: Human Resources

Caption: Approve contract with ADP to implement Time & Attendance Module of the ADP systems.

Background: Augusta's current time keeping method is manual and requires duplication of processes in timekeeping due to the need to transfer date from a timecard to a time sheet and then be entered into the payroll system.

Analysis: ADP will implement their Time & Attendance Module to help Augusta, GA automate the time keeping process. This system will allow supervisors to have a better method of managing their employees attendance and leave.

Financial Impact: The cost of implementation of the Time & Attendance Module will be \$123,000. This will be paid by the three Enterprise Fund Departments (Solid Waste, Airport & Utilities).

Alternatives: Do not approve contract with ADP to implement Time & Attendance Module of the ADP systems.

Recommendation: Approve contract with ADP to implement Time & Attendance Module of the ADP systems.

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
ADP, INC.
AND
AUGUSTA, GEORGIA

This Amendment (the "Amendment"), effective as of _____ ("Amendment Effective Date") between ADP, Inc. ("ADP"), and Augusta, Georgia (which was referenced previously as Augusta-Richmond County and is hereinafter referred to as "Client") contains changes, modifications, revisions and additions to the terms and conditions of the Master Services Agreement dated as of January 11, 2010 as amended (the "Agreement"), between Client and ADP.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

1. Additional Service: ADP will provide the Client and Client will receive from ADP the additional Services described in this Amendment, including, without limitation, Annex O attached to this Amendment.

2. Annex Z: Annex Z of the Agreement is hereby amended to insert the language shown below as a new Section 14.

SECTION 14 TIME AND LABOR MANAGEMENT SERVICES AND FEES.

▪ **Implementation.**

- Implementation fees will be invoiced to the Client as incurred. Implementation fees are shown in Exhibit 1 which is attached hereto and made a part hereof.

▪ **Training.**

Fees for training will be invoiced to the Client as incurred. Client will pay all expenses associated with the travel of its own employees for any support or training activities. Post implementation training is available at an additional fee. Training fees are shown in Exhibit 1.

▪ **Maintenance.**

- **Maintenance Fees.**

- Maintenance as described in Annex O is included in the fees shown in Exhibit 1.

- **Maintenance Availability.**

- ADP Enterprise eTIME®:

ADP's Regular Maintenance Hours are: 8:00 am to 8:00 pm, Eastern Time, Monday through Friday, exclusive of ADP Holidays

ADP will provide a telephone hotline for application and technical support. Application support includes standard product application troubleshooting questions and program or system errors. Technical support includes network troubleshooting relating to the Application Programs, performance tuning for the Application Programs and/or advising Client as to reasonable solutions for problems. The hotline is accessible to Client's designated contact through a toll-free number, and is available during ADP's Regular Maintenance Hours. ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time. Additional pager support will be available to Client's designated contact from 8:00 p.m. to 8:00 a.m., Eastern Time, seven days a week.

▪ **Application Programs.**

Fees for the Application Programs are shown in Exhibit 1.

The Application Programs licensed to Client are:

- ADP Enterprise eTIME®

The Monthly Fee (excluding the monthly Hosting Services Fee, if any) will accrue and begin billing on the earlier of sixty (60) days following installation of the Application Programs or the occurrence of the first live punch. The Monthly Fee will be based upon the number of non-terminated users in the database related to the Application Programs ("Authorized Users") and will be subject to a monthly minimum charge. If Client increases or decreases the number of Authorized Users, Client shall promptly inform ADP of any such increase or decrease and shall be subject to fee increases or decreases as determined by ADP. ADP will periodically audit the number of Authorized Users.

▪ **Hardware.**

- Fees for the Hardware are shown in Exhibit 1. The Hardware will be provided to Client on a subscription basis.

▪ **Hosting Services.**

Fees for the Hosting Services are shown in Exhibit 1.

The monthly Hosting Services fee will accrue and be billed on the date the System is accessible for use by Client or ADP for implementation (prorated for the first month if such date is after the first day of the month).

The Maintenance Windows are:

Enterprise eTIME®:

<u>Day of Week (Relative to Month)</u>	<u>Maintenance Window Start Time*</u>	<u>Maintenance Window End Time*</u>
Every Monday	1:00 AM, Monday	3:00 AM, Monday

Every Tuesday	1:00 AM, Tuesday	3:00 AM, Tuesday
First, Third, and Fifth Wednesday	1:00 AM, Wednesday	3:00 AM, Wednesday
Second and Fourth Wednesday	11:00 PM, Tuesday	5:00 AM, Wednesday
Every Thursday	1:00 AM, Thursday	3:00 AM, Thursday
Every Friday	1:00 AM, Friday	3:00 AM, Friday
Every Saturday	1:00 AM, Saturday	3:00 AM, Saturday
Every Sunday	1:00 AM, Sunday	4:00 AM, Sunday

*All times are U.S. Eastern Time, ADP Holidays excluded.

ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.

Installation of Updates

ADP agrees to install one version upgrade (that is, a version number change to either the left or right of the decimal point; for example 6.2 to 7.0 or 7.0 to 7.1) on the Application Programs during the five-year Initial Term no sooner than the thirteenth month following live processing hereunder. If the Client requests the installation of additional Updates or the installation of new modules or additional functionality, such installation(s) will be performed on a time and materials basis. Client will pay for any Client-owned hardware or communication charges resulting from any Updates

EXHIBIT 1

Description	Implementation	Rate	Units	Qty	Annual
Enterprise eTIME Software	\$0.00	\$1.15	ee/month	2,900	\$40,020.00
4500 Full Time Clocks	\$0.00	\$110.00	clock/mo	5	\$6,600.00
Enterprise Accruals Module	\$0.00	\$0.35	ee/month	2,900	\$12,180.00
Enterprise Leave	\$0.00	\$0.50	ee/month	2,900	\$17,400.00
Enterprise eTIME Additional Manager Licenses (over 10:1)	\$0.00	\$5.00	mgr/month	1	\$60.00
Enterprise eTIME Web	\$0.00	\$1.15	ee/month	2,900	\$40,020.00
Base Hosting	\$0.00	\$4,275	month	1	\$51,300.00
Hosting Implementation	\$23,100.00	\$0.00		1	\$0.00
Implementation	\$100,000.00	\$0.00	Hours	1	\$0.00
Time & Labor Management (TLM) Total	\$123,100.00				\$167,580.00

Deferred Fees: Deferred fees are not applicable.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall prevail. The terms defined in the Agreement and used in this Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized representatives as of the date first above written.

ADP, INC.

By: _____

Name: _____

Title: _____

Date: _____

AUGUSTA, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

Client Address:
503 Greene Street
Augusta, Georgia 30911

ANNEX O

Time and Labor Management Services

SECTION 1 TIME AND LABOR MANAGEMENT SERVICES.

1.1 Time and Labor Management Services. ADP will provide the Application Programs and/or hardware (e.g. timeclocks) (the "**Hardware**" and collectively with the Application Programs, the "**Equipment**") and the installation and training, listed in Annex Z (collectively with the Equipment, the "**TLM Services**"). Certain terms in this Annex O apply only to Hardware provided on a subscription basis, and certain terms apply only if Client purchases Hardware. If Hardware is initially provided on a subscription basis and the Client subsequently purchases and pays for the Hardware, the terms which apply to purchased Hardware shall apply to the Hardware purchased by Client.

1.2 Grant of License. Client's use of, and all the rights and obligations of the parties with respect to, the Application Programs delivered to Client in connection with the TLM Services will be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered to Client with such Application Programs; provided, however, that in the event that no license agreement is delivered to Client with such Application Programs, ADP hereby grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of the Client Group the Application Programs delivered to Client in connection with the TLM Services. Client will not have any interest in such Application Programs, except for the license granted to it under this Agreement. Without limitation of the foregoing, Client will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from the Application Programs. Client's use of any pre-packaged third-party software will be governed by the terms and conditions of the applicable third-party license agreement(s) delivered to Client with such pre-packaged third-party software.

1.3 Installation. Client shall be responsible for (i) providing and maintaining a suitable installation environment as specified in the manufacturer's product literature and in accordance with ADP's then current environmental specifications and other written instructions, (ii) following manufacturer's instructions with respect to the Hardware, and (iii) providing and installing all power, wiring and cabling required for installation of the Equipment. The Business Day following the day on which (a) ADP, or its designee, determines that the Equipment has been placed in good working order in accordance with ADP's standard installation procedures, or (b) the Equipment is delivered and the Client fails to provide the required installation environment, is the "**Warranty Commencement Date**".

1.4 Risk of Loss. No loss, theft or damage after delivery of the Equipment to the Client site shall relieve Client from any obligations under this Agreement, and Client shall be liable for any such loss, damage or destruction (regardless of cause).

1.5 Alterations; Inspection. This Section 1.5 shall not apply to Hardware which is purchased and fully paid for by Client. Client shall not make any alterations or attach any device not provided by ADP to the Equipment whatsoever, nor shall Client remove the Equipment from the place of original installation without ADP's prior consent. ADP shall have the right to enter Client's premises upon prior written request, which shall not be unreasonably withheld, to inspect the Equipment during Client's normal business hours.

1.6 Title to Hardware. This Section 1.6 shall not apply to Hardware which is purchased and fully paid for by Client. Title to the Hardware shall remain in ADP. The Hardware is, and at all times shall remain, a separate item of personal property, notwithstanding its attachment to other equipment or real property. Client shall furnish any waivers or consents reasonably requested by ADP to give full effect to the intent of the preceding sentence.

1.7 Documentation. ADP will deliver to Client one copy of any documentation applicable to the Application Programs, all or a part of which may be in the form of computer media. Client will copy the documentation only for its internal business use to satisfy its reasonable internal needs, *provided* that any such copies include all proprietary, copyright and other similar notices.

1.8 Client Content. "**Client Content**" shall mean (i) all payroll, human resource and similar information provided by Client or its agents or employees, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the Equipment, whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or agents. The following provisions shall apply with respect to Client Content:

1.8.1 Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.

1.8.2 Client is responsible for obtaining all required rights and licenses to use and display all Client Content in connection with the Equipment. Client hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide Equipment or perform the TLM Services covered under this Annex O.

1.8.3 Client and its employees shall not include or provide to ADP for inclusion in the Equipment any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any Equipment any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.

1.9 Third Parties. Notwithstanding the provisions of Section 9.6 of Annex A, with respect to the Equipment, ADP's suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 4 and 7 of Annex A.

SECTION 2 LIMITED WARRANTY.

ADP warrants to Client that the Hardware shall be free from defects in material and workmanship on the Warranty Commencement Date and for ninety days thereafter. ADP warrants that the Application Programs will perform in accordance with the applicable documentation for the comparable (as to version and type) Application Programs. These warranties shall not apply in the following circumstances: (i) accident, neglect or misuse; (ii) alterations other than in accordance with ADP's standard installation procedures and (iii) failure to provide and maintain a suitable installation environment including but not limited to, failure to provide adequate electrical power, air conditioning or humidity control.

SECTION 3 EQUIPMENT MAINTENANCE.

3.1 General. If the Hardware is provided on a subscription basis, and not purchased by Client, maintenance services ("**Maintenance**") for the Hardware will be furnished by ADP, or its designee, pursuant, and subject to the following terms and conditions for the fees specified in Annex Z. If Client purchases the Hardware, Maintenance is optional and may be obtained at an additional cost and a separate annual Maintenance fee applies. A Client under the purchase option may terminate its receipt of Maintenance by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual Maintenance period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If a Client selects the purchase option but elects not to receive or terminates Maintenance hereunder, any Maintenance provided by ADP at Client's request will be subject to ADP's then current charges for Maintenance which will likely be significantly greater than the annual fee under the Maintenance plan.) Maintenance is not available on Equipment located outside the United States, Canada or Puerto Rico. Maintenance shall apply to the Hardware only and shall not apply to the maintenance of inking rollers, ribbons, light bulbs, fuses or other accessories, attachments, machines or other devices not provided by ADP. Maintenance shall commence (i) as to the Application Programs, immediately; (ii) as to Hardware, upon expiration of the warranty in Section 2. ADP shall provide help desk support, which includes technical assistance which may be by telephone, fax service, remote modem support (if accepted by Client) and/or courier. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Hardware relating to Maintenance. Client shall pay all travel expenses incurred by ADP or its designee for any Maintenance performed at the Client's site.

3.2 Maintenance Hours. Maintenance shall be provided, during ADP's regular maintenance hours for the applicable Equipment (the "**Regular Maintenance**

Hours"), which are specified in Annex Z. ADP shall respond in a prompt, commercially reasonable manner during Regular Maintenance Hours for the applicable Equipment, but reserves the right to grant priority among clients.

3.3 Hardware Maintenance. ADP shall make, or cause a designee to make, all necessary adjustments and repairs to keep the Hardware in good operating condition. All remedial Maintenance shall be provided during Regular Maintenance Hours for the applicable Hardware after notification that the Hardware is inoperative and a determination has been made by ADP, or its designee, that the problem is a result of defective materials or workmanship. Any parts found to be defective (except those specifically excluded hereunder) shall be replaced or repaired, at ADP's or its designee's option without additional charge for parts or labor, provided that the Hardware has been properly installed and maintained by ADP or its designee, and provided further that the Hardware has been used in accordance with the ADP manual and manufacturer's instructions and has not been subject to abuse or tampering. Such repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Hardware (which delivery shall not violate the provisions of Section 1.5 above) at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Hardware in question.

3.4 Application Programs Maintenance. ADP shall make, or cause a designee to make, corrections of errors or deficiencies in the Application Programs so that the Application Programs conform in all material respects to the functional specifications for the Application Programs published from time to time by ADP. ADP will make improvements, enhancements, modifications and/or updates (collectively, "**Updates**") to the Application Programs available to Client (i.e. in addition to the license and Maintenance fees) if and as they are made available generally by ADP at ADP's standard rates on a time and materials basis. If Client fails to install, or does not engage ADP on a time and materials basis to install any version Update within three years after the availability of the same from ADP; ADP shall have no further obligation to provide Client with Updates to the Application Programs nor to provide ongoing Maintenance for the Application Programs. Updates which are service packs shall be made available (or for clients receiving Hosting Services installed) by ADP, at no additional charge.

3.5 Maintenance Exclusions. Maintenance does not include (i) providing supplies or equipment; (ii) refinishing of the Hardware; (iii) maintenance of accessories, attachments, machines or other devices not covered by ADP; (iv) making configuration specification changes (not applicable to the Application Program TimeSaver® 3.X); (v) performing service connected with the relocation, installation or reinstallation of Hardware; (vi) adding or removing accessories, attachments and other devices; (vii) operation of the Application Programs in the normal course of business; (viii) consulting, programming, installation or training services that are not associated

with Application Program errors or deficiencies; (ix) programming or analytical assistance relating to enhancement of existing programs or the creation of new programs; (x) programming or analytical assistance relating to restoring programs and/or computer accessible data files rendered inoperative due to any cause outside of ADP's reasonable control; and (xi) supporting any Application Programs not listed in Annex Z. Any maintenance resulting from other than the normal operation of the Equipment, including Client's faulty installation or misuse of the Equipment or Client's failure to provide the necessary facilities or specified operating supplies or to meet ADP's or manufacturer's site specifications shall be invoiced to Client as an additional charge plus any travel expenses incurred.

3.6 Client Responsibilities. Client's responsibilities under this Agreement include: (i) providing a suitable environment for the Equipment, as specified in the manufacturer's product literature and as specified by ADP; (ii) contacting ADP's help desk by phone to initiate all Maintenance; (iii) explaining the problem or condition requiring Maintenance to ADP's help desk personnel and providing copies of data on printed materials and/or other media that may assist ADP in providing Maintenance; (iv) providing necessary connectivity to access the Hardware, when requested by ADP; (v) providing full, free, safe and complete access to the Equipment during Regular Maintenance Hours for the applicable Equipment so that ADP or its designee may provide Maintenance; (vi) backing up, removing, protecting and restoring, as applicable, programs, data and removable storage media contained in failing Hardware presented for Maintenance; (vii) removing all features, parts, options, alterations and attachments which are not subject to this Agreement before presenting failing Hardware for service; (viii) removing and controlling any files from Hardware before ADP begins service and replacing or reloading files in Hardware following service and (ix) informing ADP of changes in related hardware and software and their configuration.

3.7 Conditions of Maintenance. This Agreement is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without ADP's approval, or which has been subjected to unusual physical or electrical stress, or in which the original identification marks have been removed or altered, or which has been removed from the place of original installation without ADP's prior consent. Additionally, any repairs, replacements or Maintenance required as the result of any of the following are not included in Maintenance and Client shall be charged at ADP's then current rates, plus any travel expenses incurred: damage, defects or malfunctions resulting from misuse, accident, neglect, tampering or causes other than normal and intended use (including modifications or replacements of any ADP components or any boards supplied with the Hardware); failure of the Client to provide and maintain a suitable installation environment; or malfunctions resulting from use of software, hardware, badges, supplies or other products with the Equipment which are not approved by ADP or the attachment or addition of any device to the Hardware without ADP's prior consent. ADP shall not be responsible to Client for loss of use of the Equipment or for any other liabilities arising from alterations, additions, adjustments or

repairs which have been made to the Equipment by other than authorized representatives of ADP. If, in the opinion of ADP, any such alterations, additions, adjustments or repairs adversely affect ADP's ability to render Maintenance to the Equipment, ADP reserves the right to immediately terminate this Annex. Any Maintenance performed by ADP outside the scope of this Annex when the cause is determined to be unrelated to Equipment shall be provided at ADP's then prevailing time and material rates and terms plus any travel expenses incurred.

SECTION 4 FURTHER LIMITATION OF LIABILITY.

The provisions of this Section 4 supplement the provisions of Section 7 of Annex A hereto. ADP's sole obligation in case of any breach of its warranty set forth in Section 2 shall be to repair or replace, at ADP's option, any defective items.

SECTION 5 HOSTING SERVICES.

Section 5 applies only if Hosting Services (as hereinafter defined) are specified in Annex Z.

5.1 Access to System. The System means the Application Programs as run on the Hosted Environment. The Hosted Environment means the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support Client's use of the Application Programs. Client, and its authorized employees, may access the System as provided herein in order to input information relating to its employees' time and attendance and related information. Client acknowledges that ADP does not review the accuracy or completeness of any submissions to the System made by Client or Client's employees. Client agrees that it is Client's sole responsibility to submit information relating to the use of the Application Programs and any associated ADP services and to verify the accuracy and completeness of any information submitted by Client or its employees. Client acknowledges that by submitting communications through the System, no confidential, fiduciary, and contractually implied or other relationship is created between ADP and Client other than pursuant to this Agreement. In order to access and use the System, Client and its authorized users will be required to provide a current username and password. Client will instruct its authorized Users that in the event that they have reason to believe that an unauthorized third party has access to Client's account, they should immediately notify ADP.

5.2 System Availability, Maintenance, and Downtime.

5.2.1 System Availability and Scheduled Maintenance. The System generally will be available twenty-four (24) hours a day, seven (7) days a week; however, ADP performs maintenance during the hours specified in Annex Z (the "Maintenance Windows"). ADP makes no guarantee of System availability or performance during the Maintenance Windows, and System availability or performance may be negatively impacted during the Maintenance Windows. ADP makes no guarantee that maintenance tasks will be completed during the Maintenance Windows however if ADP determines that maintenance tasks extending beyond the Maintenance Windows will impact Client's

use of the System, ADP will give Client as much advance notice as possible..

5.2.2 Additional Maintenance. In certain situations, ADP may perform additional maintenance at times other than the Maintenance Windows. When ADP determines that additional maintenance will have a direct impact on the Client's use of the System, ADP will give Client as much advance notice as possible.

5.2.3 Unscheduled Downtime. The System may experience unscheduled downtime. During the hours of 8:00 AM to 8:00 PM Eastern time, Monday through Friday, excluding ADP Holidays (as defined in Annex Z) ("Prime Time"), ADP will notify the Client of unscheduled downtime as soon as practicable, and in any event, within sixty minutes of ADP's identification of such unscheduled downtime (the "Event"). At times other than Prime Time that are outside the Maintenance Windows, ADP will use reasonable efforts to notify the Client of unscheduled downtime as soon as practicable following the Event. If the System experiences unscheduled downtime, ADP will work diligently to correct the problem until it is resolved and the System is made available.

5.3 Hosting Services. The hosting services provided by ADP ("Hosting Services") include:

5.3.1 Providing the Hosted Environment for the System and the operation and required maintenance of such Hosted Environment. Client acknowledges that the Hosted Environment may be used to provide similar services to other clients and that Client acquires no rights therein.

5.3.2 Deploying the Application Programs licensed by the Client at a Uniform Resource Locator to be selected, registered and owned by ADP.

5.3.3 In the event that ADP discovers and/or Client reports to ADP through its support line that the Hosted Environment is experiencing an outage or that the Application Programs are experiencing operational issues, working diligently to resolve such outage or issue as soon as possible, giving priority to outages and significant operational issues.

5.3.4 Making the System available except for the hours specified as the Maintenance Windows in Annex Z, except for scheduled maintenance and any loss or interruption of the System due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, or unauthorized intrusions.

5.3.5 Establishing and maintaining a secure environment for the System, which shall include physical security, logical security (including firewalls, encryption and password access control), and intrusion detection.

5.4 ADP Access to System. ADP will make corrections, modifications, and improvements from time to time as deemed appropriate by ADP in connection with the provision of Hosting Services to Client. Client grants to ADP permission to allow ADP's employees and subcontractors properly authorized by ADP to access and make such corrections, modifications, and

improvements to the System (which hosts Client's data). Depending upon the situation, Client may or may not be informed of ADP's making such corrections, modifications, and improvements.

SECTION 6 ADDITIONAL TERMINATION PROVISIONS.

The provisions of this Section 6 supplement the provisions of Section 8 of Annex A hereto.

6.1 Termination by ADP. In addition to the termination provisions of Section 8.4 of Annex A, ADP may terminate this Annex O if Client fails to install, removes or disconnects the Equipment from Client's existing computer system.

6.2 Default. Upon the occurrence of any event set forth in Section 8.4 of Annex A, which is not cured as set forth therein, or Section 6.1 hereof, ADP may, at its option, whether or not this Annex is terminated, (i) take possession of the Equipment (other than Hardware that has been purchased and fully paid for by Client), wherever situated, and for such purpose enter upon any premises upon providing reasonable notice to Client, (ii) sell, dispose of, hold, use or lease the Equipment, as ADP in its sole discretion may decide, and Client agrees to reimburse ADP for any and all expenses ADP may incur, including interest, costs and reasonable attorneys' fees, in taking any of the foregoing actions.

6.3 Effect of Termination. This Section 6.3 shall not apply to Hardware which is purchased and fully paid for by Client. In addition to the provisions of Section 8.6 of Annex A, immediately upon termination or cancellation of this Annex, for any reason whatsoever, Client shall, at its expense, return any Hardware which is provided on a subscription basis to ADP in accordance with ADP's instructions in as good condition as received by Client, normal wear and tear excepted. If such Hardware is not returned, Client agrees to purchase such Hardware at its fair market value at the time of termination.



**Administrative Services Committee Meeting
10/11/2010 1:00 PM**

Approve BlueCross BlueShield of Georgia as Augusta, Georgia's Health Insurance Provider for 2011.

Department:	Human Resources
Caption:	Approve the selection of BlueCross BlueShield of Georgia as the Augusta, Georgia Health Insurance Provider for 2011.
Background:	Augusta has more than 2,400 employees eligible for the medical plan. Premiums are split 77.5% Employer/22.5% Employee. The total cost for this year will be approximately \$18,600,000. The plan is currently funded using a fully-insured arrangement with BCBSGA. BCBS is also the provider for retiree Smart Value coverage for Augusta, GA.
Analysis:	The initial renewal for 2011 with BlueCross BlueShield of Georgia came back with a 36.9% (\$6,900,000) increase in premium. After receiving this information it was recommended that we issue an RFP and see if we could get a better offer for health insurance providers. Two companies submitted proposals (BlueCross BlueShield of Georgia and Coventry Healthcare of Georgia) and the proposals were reviewed by Benalytics based on 4 factors (RFP Questionnaire 30%, Financial Ratings 10%, Network Access 10% and Cost 50%). After the review and assessment by Benalytics the selection committee met to discuss the results and make a selection. The committee selected BlueCross BlueShield of Georgia as a result of the meeting and began negotiations. After negotiations the premium for 2011 was further reduced from \$22,484,193 to \$22,326,804. Blue Cross Blue Shield has proposed an additional 3% reduction if a 97/103 contingent premium agreement is accepted. The County would pay 97% of the full premium for the plan year. If the experience is less than 97% no additional premium is required, if experience is between 97% and 103% additional premium is required up to 103% of premium, if experience is over 103% then only 103% of premium is required. The potential premium savings for accepting this proposal if the experience is less than 97 % is approximately \$670,000.
Financial Impact:	The total estimated cost for 2011 is: \$21.657, 000 using the contingent premium arraignment. The maximum additional premium exposure under this arraignment is approximately 1.35 million.
Alternatives:	Do not approve BlueCross BlueShield of Georgia as Augusta, Georgia's Health Insurance Provider for 2011 for employees and retirees.
Recommendation:	Approve BlueCross BlueShield of Georgia as Augusta, Georgia's Health Insurance Provider for 2011 for employees and retirees using the contingent premium arraignment.

**Funds are Available in
the Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

City of Augusta

2010 Medical RFP Evaluation

Evaluation Summary	Weight	Total Points	BCBSGA	% of Total	Coventry	% of Total
Questionnaire	30.0%	445	305	68.54%	304	68.31%
Financial Ratings	10.0%	15	15	100.00%	11	73.33%
Network Access	10.0%	100	90.16	90.16%	95.6	95.60%
Costs	50.0%	100	100	100.00%	99.6	99.60%
Total Score			90%		87%	

REQUEST FOR PROPOSALS

Request for Proposals will be received at this office until Thursday, September 23, 2010 @ 3:00 p.m. for furnishing:

RFP ITEM #10-157 Health Insurance Provider for Human Resources Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Proposal meeting will be held on Wednesday, September 8, 2010, @ 10:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by Friday, September 10, 2010 @ 5:00 p.m. by fax at 706-821-2811 or by mail.** No RFP will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference on an eligible local project, the certification statement as a local bidder and all supporting documents must be submitted to the Procurement Department with your bonafide bid package.

No RFP may be withdrawn for a period of **90** days after time has been called on the date of opening.

An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that sequestration of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 12, 19, 26, September 2, 2010
Metro Courier August 18, 2010

cc: Tameka Allen Interim Deputy Administrator
 Roderick Powell Human Resources
 Robby Burns Human Resources

RFP Item #10-157 Health Insurance Providers for the City of Augusta - Human Resources Department RFP Due: Thursday, September 23, 2010 @ 3:00 p.m.						
VENDORS	Attachment B	Bidders Form	Addendums 1 & 2	Original	7 Copies	Fee Proposal
Blue Cross Blue Shield 3550 Peachtree Street Atlanta, GA 30326	YES	YES	YES	YES	YES	YES
Coventry Health Care 7402 Hodgson Memorial Drive, #105 Savannah, GA 31406	YES	YES	YES	YES	YES	YES
AETNA Inc. 11675 Great Oaks Way Alpharetta, GA 30022	Submitted No Bid Response Letter					
Consumers Life Insurance 2565 Thompson Bridge Road Ste 107 Gainesville, GA 30501	Submitted No Bid Response Letter					

Mandatory Pre-Proposal Conference
RFP Item #10-157

Health Insurance Providers

For the City of Augusta – for Human Resources Department
Wednesday, September 8, 2010 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Lisa Hemstead	Coventry HealthCare	7402 Hodges Memorial Dr. #105, Savannah, GA 31406	912 655 0184	912 655 3838	
2. Marcus Duckworth	Aetna Inc.	11675 Great Oaks Way Alpharetta, GA 30022	770 346 2053	800 975 1507	
3. Phil Checketts	Aetna Inc.	11675 Great Oaks Way Alpharetta, GA 30022	770 346 2071	800 975 1507	
4. James Ford	BCBSGA	3550 Peachtree Rd Atlanta, GA 30326	404 842 8631	404 842 8660	
5. Yvonne Gentry	DBE		706 821 2406	706 821 4228	
6. Rod Powell	HR	HR - CLEFL Augusta, GA	X-2303		
7. Robby Burns	HR	"	X 2874	2867	
8. Becky Godbee	HR	"	X 5917	2867	
9. Taylor Miller	Consumers Life	2565 Thompson Bridge Road. Gainesville, GA 30606	678 742 9129	770 297 8770	
10. Shejia Paulk	Procurement	107	706 821 4251	706 821 2811	
11. Phyllis Mills	Procurement		706 821 2888	706 821 2811	
12.					

Page 1 of 1
Original

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-10-157-0-2010/PJM

Bid Name Health Insurance Provider

1 Document(s) found for this bid

11 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Advantica EyeCare	7276838333	7276838810	1			Documents
Aetna Inc.	7703462053	8609751507	1			Documents
Benalytics Consulting Group, LLC	7704200525	7704200535	1			Documents
Floridasurance, Inc.	7278122676	7278122676	1			Documents
Fringe Benefits Management Company	8504256200	8504256220	1			Documents
Horizon Health	4075717626	4078621477	1	1. Woman Owned		Documents
MSI Benefits Group, Inc.	7704251231	7704254722	1			Documents
NaphCare	2054588595	2054588596	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Vision Service Plan	9168515000	1111111111	1			Documents

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User: Mills, Phyllis

Organization:

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-10-157-0-2010/PJM

Bid Name Health Insurance Provider

1 Document(s) found for this bid

11 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Walgreens Health Initiatives	8479646533	0000000000	1			Documents

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Bidders List

RFP
Bid Item # 10-157 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Floridasurance, Inc Attn: Michael Arhangelsky 3701 Preakness Place #1502 Palm Harbor, FL 34684 Connecticut General Life Insurance(CIGNA) Attn: Reggie White 3500 Piedmont Road, Suite 200 Atlanta, GA 30305	Phone 727-812-2676 Fax 727-259-4345	8/13/10		DW	U.S. mail
2		Phone 404-443-8914 Fax 646 354-7990	8/17/10		DW	U.S. mail
3	Derek Carissimi MCG Health	1120 - 15th Street FG-1102				
4	Ph 706-721-9402 Fax 706-721-6709	Augusta, GA 30912				
5	TransAmerica Attn: Don Starrett 3007 Pine Needle Road, Suite 204 Augusta, GA 30909 Business Distribution Solutions Attn: Kim Grindle 2565 Thompson Bridge Road Suite 107 Gainesville, GA 30501-1723	Phone 706 738-7774 Fax 706-739-0068	8/19/10		DW	Pick-up
6		Phone 678-742-9129 Fax	8/20/10		DW	U.S. mail
7		800-920-4185 912-225-3605 FAP	8/26/10		SP	U.S. mail
8						
9						
10						
11	TRANSFORM HEALTH ATTN MELISSA HAGAN 1221 MERCHANTS WAY SUITE 302 STATESBORO GA 30458					
12						
13						
14	ATTN: RAMON VILLANUEVA PO BOX 4337 FORT MYERS FL 33918-4337	Remailed Address Updated	8/27/10		SP	U.S. Mail
15						
16						

ATTN: LIZ JOHNSON
EXPRESS SCRIPTS
ONE EXPRESS WAY, HQ01N
ST. LOUIS, MO 63121

ATTN: JOHN GREENE
JV GREENE & ASSOCIATES
290 E. SMOKETREE
ALPHARETTA, GA 30005

ATTN: DAVID BROWDER
MARK III BROKERAGE
211 GREENWICH ROAD
CHARLOTTE, NC 28211

ATTN: TIM DELOACHE
CIGNA HEALTHCARE
100 PEACHTREE STREET, SUITE 800
ATLANTA, GA 30309

ATTN: ULYSSES G. FORD
SDC CONSULTING, INC.
188 GLENEAGLES CIRCLE
MACON, GA 31210-243

ATTN: DOUGLAS WILSON
UNIVERSITY HEALTH LINK
1303 D'ANTIGNAC STREET, SUITE 1100
AUGUSTA, GA 30901

ATTN: CRAIG P. NICHOLS
AHS & ASSOCIATES
P. O. BOX 15637
AUGUSTA, GA 30919-1637

ATTN: JAMES FORD
BLUE CROSS BLUE SHIELD OF GA
3350 PEACHTREE ROAD
ATLANTA, GA 31326

ATTN: REID CARTER
CARTER-EAVES ASSOCIATE
3540 WHEELER ROAD, SUITE 312
AUGUSTA, GA 30909

ATTN: JONATHAN LARSON
RESURGENCE RISK MANAGEMENT
1201 PEACHTREE STREET, NE
400 COLONY SQUARE, SUITE 1730
ATLANTA, GA 30361

ATTN: LAURA CORRIGAN
COVENTRY HEALTH CARE OF GA
1100 CIRCLE 75 PARKWAY, SUITE 1400
ATLANTA, GA 30339

ATTN: MIKE TAYLOR
DAWSON TAYLOR
P. O. BOX 14729
AUGUSTA, GA 30919

DAWSON TAYLOR
3510 WHEELER ROAD
AUGUSTA, GA 30909

ATTN: ALLISON COBB
1ST MEDICAL NETWORK
1899 POWERS FERRY ROAD, STE 400
ATLANTA, GA 30339

ATTN: RAMON VILLANUEVA
ALERT TRANSPORT, NON-EMERGENCY
MEDICAL SERVICES
690 EAST LEEWARD DRIVE
DELTONA, FL 32738

ATTN: ROB BEACHUM
IPG/METLIFE
DELTA DENTAL/AMERITAS
P. O. BOX 15514
AUGUSTA, GA 30919

ATTN: CAROLINE S. BROWN
UNITED HEALTH CARE
3720 DAVINCI COURT, SUITE 300
NORCROSS, GA 30092-2670

ATTN: THOMAS PALMER
UNITED CONCORDIA
THREE NORTHWINDS CENTER
2500 NORTHWINDS PKWY, STE 360
ALPHARETTA, GA 30004

ATTN: DWIGHT FRANZ
DELTA DENTAL
1000 MANSELL EXCHANGE WEST
BUILDING 100, SUITE 100
ALPHARETTA, GA 30202

ATTN: TOM REMUS
METLIFE
2400 LAKEVIEW PARKWAY, STE 300
ALPHARETTA, GA 30004

ATTN: JEFF PERKINS
AIG
100 SPRING VALLEY ROAD
GREENVILLE, SC 29615

ATTN: BRAD RIDNOUR
ING
5780 POWERS FERRY ROAD, NW
ATLANTA, GA 30327

ATTN: PETER CONWAY
SUNLIFE
1100 ABERNATHY ROAD, SUITE 550
ATLANTA, GA 30328

ATTN: CHERYL BYRON
CAREMARK
420 EAST WATERSIDE DRIVE, #2710
CHICAGO, IL 30301

ATTN: RICH WIPPERFURTH
INNOVANT
11 SCOTT STREET, SUITE 150
WAUSAU, WI 54403

ATTN: BONNIE HEMBROCK
UNIVERSAL AMERICAN/MEMBER HEALTH
15839 BARONS WAY DRIVE
CHESTERFIELD, MO 63017

ATTN: VARONIA WALKER
FRINGE BENEFITS MGT COMPANY
3101 SESSIONS ROAD
TALLAHASSEE, FL 32303

BILLY WHITLEY
1019 BENT PINE COURT
COLUMBUS, GA 31909

REID CARNES
2945 WALTON WAY
AUGUSTA, GA 30914

RFP 10-157 Health Insurance
Page 1 of 3
MAILED 8/12/10

ATTN: JOSEPH TOOLE
207 REGENCY EXECUTIVE PARK DRIVE
SUITE 200
CHARLOTTE, NC 28217 *Returned*

HENRY CHAMBERS
4625 STILLETTO COURT
MARTINEZ, GA 30907

ATTN: BILL SHIVERS
BENEFIT NETWORK
P. O. BOX 6570
AIKEN, SC 29804

BENEFIT COORDINATORS, INC.
P. O. BOX 15754
AUGUSTA, GA 30919

GROUP BENEFITS CONSULTANTS, INC.
607 WHEELER EXECUTIVE CENTER
3540 WHEELER ROAD
AUGUSTA, GA 30909 *Returned*

ATTN: CAROL STILES
DOHERTY, DUGAN & ROUSE INSURORS
P. O. BOX 2868
CUMMING, GA 30028

J. L. HERRING & ASSOCIATES
315 COMMERCIAL DRIVE, SUITE C-8
SAVANNAH, GA 31406

LINDA CLIATT YOUNG
P. O. BOX 1623
EVANS, GA 30809

DAVID HOCK
3520 STEVENS WAY
AUGUSTA, GA 30807

ATTN: QUINCY MURPHY
ALLSTATE
3238 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

ATTN: LEROY STOKES
UNIVERSAL INVESTMENT & INS.
SERVICE
P. O. BOX 321
AUGUSTA, GA 30903

ATTN: BOB JOHNSTON, CBC
HARBOUR RISK MANAGEMENT, LLC
3162 JOHNSON FERRY ROAD
SUITE 260, PMB # 706
MARIETTA, GA. 30062 *Returned*

ATTN: CHARLES P. DEATON, JR GIA
GROUP INSURANCE
P. O. BOX 6474
MACON, GA 31208

ATTN: DESH LACHMAN
LIBERTY NATIONAL
1058 CLAUSSEN ROAD, SUITE 105
AUGUSTA, GA 30907-0311

ATTN: PHIL HARRISON, JR.
J. SMITH LANIER & COMPANY
P. O. BOX 211110
AUGUSTA, GA 30917

ATTN: D. WAYNE HALL, CEO
SOLOMAN DEATON INSURANCE
P. O. BOX 227
MACON, GA 31202

ATTN: JULIANNE PURCELL
VSP VISION CARE FOR LIFE
3091 GOVERNORS LAKE DR, STE 240
NORCROSS, GA 30071

SELECT BENEFIT CONSULTS
4571-B COX ROAD
EVANS, GA 30809

BLANCHARD & CALHOUN
245 DAVIS ROAD
AUGUSTA, GA 30907

ATTN: WAYNE HAZE
SOLOMON DEATON INSURANCE
756 POPLAR STREET
MACON, GA 31202

ATTN: REGGIE WHITE
CIGNATWO SECURITIES CENTER
3500 PIEDMONT ROAD, SUITE 200
ATLANTA, GA 30305

ATTN: DEFORD SMITH
AETNA
11675 GREAT OAKS WAY – F350
ALPHARETTA, GA 30022

ATTN: TIM CRIMMINS
HUMANA
900 ASHWOOD PARKWAY, SUITE 500
ATLANTA, GA 30338

ATTN: JANE D. PRITTS
PARAGON BENEFITS, INC.
P. O. BOX 12288
6065 BUSINESS PARK DRIVE
COLUMBUS, GA 31917

ATTN: DOUGLAS WILSON
UNIVERSITY HEALTH LINK
1303 D'ANTIGNAC STREET, SUITE 1100
AUGUSTA, GA 30901

ATTN: BILL SHIVERS
BENEFIT NETWORK
P. O. BOX 6570
AIKEN, SC 29804

ATTN: JOCELYN RODRIGUEZ
UNITED HEALTHCARE
9009 CORPORATE LAKE DRIVE
TAMPA, FL 33634

ATTN: BECKIE BARATKO
MEDCO HEALTH SOLUTIONS, INC.
100 PARSONS POND DRIVE
FRANKLIN LAKES, NJ 07417

ATTN: BRAD SCHOLTEN
WALGREENS HEALTH INITIATIVES
7680 UNIVERSAL BLVD, SUITE 460
ORLANDO, FL 32819

RFP 10-157 Health Insurance
Page 2 of 3
MAILED 8/12/10

ATTN: KEVIN BRYANT
AON RISK SERVICES SOUTH, INC.
201 WEST MCBEE AVENUE, 2ND FLOOR
GREENVILLE, SC 29601

ATTN: MICHAEL ZENCHUK
GALLAGHER BENEFITS SERVICES
1117 PERIMETER CENTER WEST, W201
ATLANTA, GA 30338

ATTN: MORGAN ARMSTRONG
PLAN BENEFIT SERVICES, INC.
P. O. BOX 2307
COLUMBIA, SC 29202

ATTN: MICHAEL BARSKI
AMERITAS GROUP
4227 PLEASANT HILL ROAD
BUILDING 11, SUITE 200
DULUTH, GA 30096

ATTN: MARY BEACHUM
AEGIAS
4571 COX ROAD, SUITE B
EVANS, GA 30809

ATTN: SCOTT HANKINS
SHAWHANKINS, LLC
201 WEST MAIN STREET
P. O. BOX 1298
CARTERSVILLE, GA 30120

ATTN: MIKE OTIS
ING
3424 PEACHTREE RD, NE STE 200
ATLANTA, GA 30326

ATTN: RICK SIMON
WALGREENS HEALTH INITIATIVE
3162 JOHNSON FERRY RD, STE 260
ATLANTA, GA 30062

ATTN: LISA A. HEMSTEAD
COVENTRY HEALTH CARE OF GA
7402 HODGSON MEMORIAL DRIVE
SUITE 105
SAVANNAH, GA 31406

J DONNELL STARRETT INC
ATTN DON STARRETT
PO BOX 2622
AUGUSTA GA 30914

EXPRESS SCRIPTS
ATTN TOM AUFIERO
2706 ALTERNATE 19 NORTH STE 203
PALM HARBOR FL 34683

BENEFIT COORDINATORS INC
ATTN SARA BROWN
3726 EXECUTIVE CENTER DR STE C
MARTINEZ GA 30907

ECP BENEFITS LLC
MEYBOHM SCARBOROUGH INS
822 REYNOLDS STREET
AUGUSTA, GA 30909

COLONIAL LIFE
2917 PROFESSIONAL PARKWAY, SUITE A
AUGUSTA GA 30907

HB ACTUARIAL SERVICES
10 NE 6TH STREET SUITE 200
DELRAY BEACH FL 33444

Robby Burns
Human Resources
Room 601

Rod Powell
Human Resources
Room 601

Yvonne Gentry
Hatcher Building

RFP 10-157 Health Insurance
Page 3 of 3
MAILED 8/12/10

RFP Item #10-157
Health Insurance Provider
For Human Resources Department
RFP Due: Thu 9/23/10 @ 3:00 p.m.

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

AUGUSTA-RICHMOND COUNTY CODE, READOPTED 7-10-2007

- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- (4) The quality of performance on previous contracts,
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required, and
- (8) The number and scope of conditions attached to the bid by the bidder.

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal

determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

- (f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

- (1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.
- (2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions

and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and Article 10, section 1-10-71 of this chapter. (Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

- (a) The department must solicit the best possible contract with the person providing the professional service.
- (b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.
- (c) The department shall obtain the approval of the Commission.

T1:147



HUMAN RESOURCES DEPARTMENT

Roderick Powell
Director

September 30, 2010

Ms. Geri Sams
Director of Procurement
Augusta, Georgia
530 Greene Street- Room 605

RE: Bid Item #10-157 Health Insurance Providers

Dear Ms. Sams:

The selection committee has completed the evaluation of the submittals and hereby recommends that Human Resources begin contract negotiations with BCBS of Georgia.

Thank you for your assistance in this selection process. Please do not hesitate to call if you have any questions.

Sincerely,

Robby Burns
Human Resources Manager

CC: Roderick Powell, Human Resources Director

Augusta Human Resources Department
530 Greene Street
Room 601 – Municipal Building
(706) 821-2303 (706) 821-2867 FAX
Job Line: 821 -2305
WWW.AUGUSTAGA.GOV



**Administrative Services Committee Meeting
10/11/2010 1:00 PM
Convert Painter I to Maintenance Worker I at MB**

Department:	Public Services Department - Facilities Management Division
Caption:	Approve changing the Painter I Position at the Municipal Building to Maintenance Worker I.
Background:	The Painter I at the Municipal Building retired at the beginning of 2010. Before we fill this position, we are requesting this change to align our staffing with the work requirement.
Analysis:	Maintenance work at the Municipal Building requires that personnel be skilled in a number of aspects of building maintenance. The individual formerly in the Painter I position actually spent the majority of his time doing tasks other than painting. This action brings our staff capabilities in line with the work requirements. Both positions are the same pay grade (Grade 38) so no additional funding is required.
Financial Impact:	There will be no cost as this is a title change to an existing, funded position.
Alternatives:	1. Approve changing the Painter I Position at the Municipal Building to Maintenance Worker I. 2. Do not approve the change.
Recommendation:	#1. Approve changing the Painter I Position at the Municipal Building to Maintenance Worker I.
Funds are Available in the Following Accounts:	No additional funding is required.

REVIEWED AND APPROVED BY:

**Finance.
Human Resources.
Law.
Administrator.
Clerk of Commission**



Administrative Services Committee Meeting

10/11/2010 1:00 PM

Motion to deny bid Protest regarding item 10-142- RFP to Lease the Patch Golf Course

Department: Procurement

Caption: Motion to deny bid protest regarding item 10-142- RFP to Lease the Patch Golf Course.

Background: The Recreation Department submitted an RFP to lease the Patch in accordance with the Augusta, Georgia Code. Among the specifications for this project was a requirement that proposers have an Augusta, Georgia Business License. The Patch in Augusta, LLC submitted a proposal but did not have an Augusta, Georgia business license. There were no proposers that qualified for this RFP. The Patch in Augusta, LLC filed a protest indicating that it believed that it could not obtain an Augusta Business License unless it already had a contract to lease the Patch Golf Course.

Analysis: The Recreation and Procurement Departments contend that an Augusta, Georgia business license could have been obtained by the protestor to be in compliance with the required specifications for this project, but no such license was obtained. However, since there were no compliant proposers, it is recommended that the project be re-solicited. If the project is not re-solicited, it is recommended that the protest be denied.

Financial Impact: None.

Alternatives: Waive the requirement to have an Augusta business license and award the RFP to the protestor.

Recommendation: Deny protest and re-solicit the project.

Funds are Available in the Following Accounts: N/A.

REVIEWED AND APPROVED BY:

Clerk of Commission

BENJAMIN F. McELREATH, P.C.
ATTORNEY AT LAW
3540 WHEELER ROAD, SUITE 309
AUGUSTA, GEORGIA 30909-1886

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706/738-9724 or 738-0770
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September 15, 2010

BENJAMIN F. McELREATH

Ms. Geri A. Sams
Augusta - Richmond County, Georgia
Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901

Re: Augusta Municipal Golf Course
RFP Item # 10-142

Dear Ms. Sams:

Please be advised that I represent The Patch in Augusta, LLC and this letter is to serve as an appeal or protest to the determination made by your department that the submittal made by The Patch in Augusta, LLC in conjunction with its proposal for the operation of the Augusta Municipal Golf Course (RFP 10-142) was non-compliant because the Applicant failed to provide business license information.

The Patch in Augusta, LLC, (hereinafter referred to as the Company) is a newly formed limited liability company organized and existing under the laws of the state of Georgia. As set forth in the introductory letter to you submitted with the Company's bid, the Company was specifically formed to bid on RFB Item 10-142. The Company has acquired its federal identification number and gone to a great effort to prepare and submit a bid that is in compliance with the RFP specifications and the Augusta-Richmond County Code. However, the Company could not obtain a local business license under the guidelines for obtaining a business license from Augusta-Richmond County until certain requirements are met. The primary requirement which obviously could not be met by any applicant was the requirement for the submitting party to have a business license for this particular project.

According to the Augusta-Richmond County license department, one must present a copy of a signed lease (or proof of ownership) for the property at which the business is to be conducted along with a fire inspection report and a few other items. Obviously in this case, the Company could not present a signed lease for the Augusta Municipal Golf Course facility when that opportunity had not yet been approved by the same governing body. When I was questioned by someone in your office about the lack of a business license, I explained to that person why there could be no business license obtained at that time and that the Applicant's owners have business licenses for other ventures, even in Augusta, but that it was impossible and impractical to have obtained a license for this venture at this time.

The Company continues to have a high interest in working with Augusta-Richmond County and operating the Augusta Municipal Golf Course in a manner that will be beneficial to all concerned particularly the citizens of Augusta. This request for your consideration of our appeal is respectfully submitted and your prompt response is appreciated.

Yours Truly,

A handwritten signature in black ink, appearing to read 'B. McElreath', with a long horizontal flourish extending to the right.

Benjamin F. McElreath
As Attorney for The Patch in Augusta, LLC