



Administrative Services Committee Commission Chamber- 10/24/2011- 1:00 PM
Meeting

ADMINISTRATIVE SERVICES

1. Approve Aetna as Augusta, Georgia's Ancillary Insurance Provider (Life/Long Term Disability/Accidental Death and Dismemberment) for 2012. ☐ [Attachments](#)
2. Approve BlueCross BlueShield of Georgia as the Augusta, Georgia Medical Insurance Provider for 2012. ☐ [Attachments](#)
3. Motion to approve the Rental Agreement between Augusta, Georgia (Landlord) and the Department of Human Resources - Family and Children Services (Tenant) for property located at 520 Fenwick Street in Augusta, Georgia. ☐ [Attachments](#)

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Administrative Services Committee Meeting

10/24/2011 1:00 PM

Approve Aetna as Augusta, Georgia's Ancillary Insurance Provider (Life/Long Term Disability/Accidental Death and Dismemberment) for 2012.

Department: Human Resources

Caption: Approve Aetna as Augusta, Georgia's Ancillary Insurance Provider (Life/Long Term Disability/Accidental Death and Dismemberment) for 2012.

Background: Augusta has more than 2,400 employees eligible for Life and Long Term Disability coverage. The total cost for this year will be approximately \$963,809. The current carrier for ancillary insurance for Augusta, GA is The Standard Life Insurance Company.

Analysis: After a thorough RFP process for both Life and Long Term Disability, 4 finalists were selected for formal presentations to the insurance committee. Each vendor was asked to prepare a 45 minute presentation and provide their best and final offer. Those vendors included, The Standard, BCBS of Georgia, Aetna, and Cigna. While all 4 companies were very competitive and provided an enhanced benefit package over what Augusta Richmond County has in place today, Aetna was chosen as the carrier to continue final negotiations with based on competitive pricing and overall value. Wells Fargo entered into final negotiations with Aetna and below are the negotiated rates for 2012. The rates listed come with a 3 year rate guarantee and no reduction in benefits to Augusta Richmond County employees.

Financial Impact:

Alternatives: Do not approve Aetna as Augusta, Georgia's Ancillary Insurance Provider (Life/Long Term Disability/Accidental Death and Dismemberment) for 2012.

Recommendation: Approve Aetna as Augusta, Georgia's Ancillary Insurance Provider (Life/Long Term Disability/Accidental Death and Dismemberment) for 2012.

Funds are Available

Cover Memo

Item # 1

**in the Following
Accounts:**

In respective employee benefits budgets.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting

10/24/2011 1:00 PM

Approve BlueCross BlueShield of Georgia as Augusta, Georgia's Medical Insurance Provider for 2012.

Department: Human Resources

Caption: Approve BlueCross BlueShield of Georgia as the Augusta, Georgia Medical Insurance Provider for 2012.

Background: Augusta has more than 2,400 employees eligible for medical insurance. The total estimated cost for this year will be approximately \$20,571,414. The plan is currently funded using a shared risk arrangement with BlueCross BlueShield of Georgia. BlueCross BlueShield of Georgia is also the provider for the retiree Smart Value Insurance for Augusta, GA.

Analysis: The initial renewal for 2012 with BlueCross BlueShield of Georgia was for an 8% (\$1,645,713) increase in premium. After the initial review by Augusta's Benefits Consultant, Wells Fargo two companies were selected two finalists (BlueCross BlueShield of Georgia and Aetna). After the finalists presentations the information was reviewed again by the selection committee and BlueCross BlueShield of Georgia was selected to begin final negotiations with Wells Fargo. Active Employees Original Renewal Premium \$22,217,127 Best & Final Offer (5% increase) \$21,599,984 Additional Negotiated Discount (1%) \$205,714 Net Premium for 2012 \$21,394,270 Increase \$822,856

Financial Impact: The total estimated cost for Active employees in 2012 is: \$21,394,270 Augusta currently has a shared risk agreement with BCBS of GA. 3% of the premium is waived if Augusta does not reach a set claims threshold. This year Augusta will not reach the threshold saving the 3% in premium. This agreement will be continued for 2012. This not only has a potential of saving Augusta money, but it helps to prepare for the potential risk that will be incurred if Augusta decides to become self insured in the future.

Alternatives: Do not approve BlueCross BlueShield of Georgia as Augusta, Georgia's Health Insurance Provider for 2012 for employees and retirees of Augusta, GA.

Cover Memo

Item # 2

Recommendation: Approve BlueCross BlueShield of Georgia as Augusta, Georgia's Health Insurance Provider for 2012 for employees and retirees of Augusta, GA.

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

REVIEWED AND APPROVED BY:

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

Request for Proposal

Request for Proposals will be received at this office until Friday, September 16, 2011 @ 11:00 a.m. for furnishing:

RFP Item #11-148	Fully Insured Insurance Services for Human Resources Department
RFP Item #11-149	Ancillary Insurance Services for Human Resources Department
RFP Item #11-150	Self Insured/TPA for Human Resources Department

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

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid**. 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 Friday, August 26, 2011 @ 10:00 a.m. in the Procurement Department 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, August 29, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

Invitation for bids and specifications. 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. **All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.**

Bidders are cautioned that acquisition 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.

The purpose of this Disadvantaged Business Enterprises program is to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code)

GERI A. SAMS, Procurement Director

Publish:

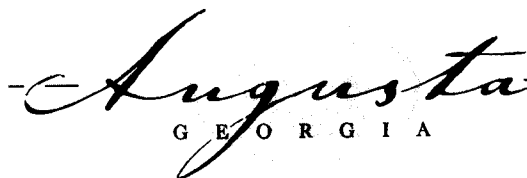
Augusta Chronicle	August 4, 11, 18, 25, 2011
Metro Courier	August 10, 2011

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

Revised: 7/14/11

RFP Item #11-148
Fully Insured Insurance Services
for Augusta, Georgia - Human Resources Department
RFP Due: Friday, September 16, 2011 @ 11:00 a.m.

VENDORS	Attachment B	E-Verify #	Addendums 1 & 2	Original	9 Copies	Fee Proposal
Aetna Inc 11675 Great Oaks Way Alpharetta GA 30071	YES	47479	YES	YES	YES	YES
Blue Cross Blue Shield Of GA 3350 Peachtree Road Atlanta GA 30326	YES	351835818	YES	YES	YES	YES
Consumers Life 1899 Powers Ferry Road Suite 400 Atlanta GA 30339	YES	125928	YES	YES	YES	YES
United Health Care 3720 Davinci Court Ste300 Norcross GA 30092	YES	54820	YES	YES	YES	YES
Aegias 4571-B Cox Road Evans GA 30809						
Cigna 3500 Piedmont Road Suite 200 Atlanta GA 30305						
Colonial Life 1200 Colonial Life Blvd Columbia SC 29210						
Humana 1005 Mansford Lane Evans GA 30809						
Transamerica 3007 Pine Needle Road #204 Augusta GA 30909						
Wealth Preservation Group LLC 6849 Peachtree Dunwoody Road Building R-1 Suite 102 Atlanta GA 30328						



HUMAN RESOURCES DEPARTMENT

William P. Shanahan, Jr.
Interim Director

MEMORANDUM

To: Geri Sams, Director - Procurement Department

From: William P. Shanahan, Jr. Deputy Administrator 
Interim Human Resources Director

Subject: Recommendation Letter for RFP Item #11-148
Fully Insured Insurance Services
for Augusta, Georgia - Human Resources Department

Date: Friday, October 07, 2011

The Human Resources Department released RFP Item #11-148 Fully Insured Insurance Services.

Human Resources and the committee reviewed the packages and determined that Blue Cross Blue Shield of Georgia (BCBS of Georgia) offered the best economical benefits package for Augusta.

We (the committee and consultant) believe that it is in the best interest of Augusta, Georgia to pursue further negotiations with BCBS of Georgia under a Shared Risk Funding Arrangement. Remaining with the current carrier will allow for less disruption to Augusta's employees, less administrative issues for Augusta's HR Department, reduced risk of integration issues with ADP, competitive pricing and most importantly, better stability in claims and utilization predictions when evaluating the move to a Self-Funded platform.

The evaluation committee is requesting that the 11-148 Fully Insured Insurance Services for Augusta, Georgia - Human Resources Department be awarded to Blue Cross Blue Shield of Georgia, pending contract negotiations and administrative approval.

If you have any questions, please do not hesitate to contact me at 706-821-2522.

Thank you for your assistance in this matter.

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. 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 only 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 may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) 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. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia 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, Georgia. 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, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (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- 50(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 may 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 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (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. No late proposals shall be accepted. 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 offerors will be identified at the proposal acceptance; 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). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and

ordinances relating to the contract or services;

- (6) The sufficiency of the financial resources of the offeror 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) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *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.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, 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 the other applicable sections of this chapter.

Mandatory Pre-Proposal Conference

RFP Item #11-148

Fully Insured Insurance Services

for Augusta, Georgia – Human Resources Department

RFP Due: Friday, August 26, 2011 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Kim Dukeman	Blue Cross Blue Shield of Georgia	3350 Peachtree St Atlanta, GA 30306	(404) 524-1500 843-8631	(404) 542-8660	
2. Benjamin L. Walden	Wealth Preservation Group, LLC	6849 Peachtree Dunwoody Rd Building 4-1, Suite 108 Atlanta, GA 30328	404-731-6677	770-673-0378	
3. Don Starnett	Transamerica	3007 Pine Needle Rd. #204 Augusta, Ga. 30909	706-739-1774	706-739-0068	
4. Marcus Duckworth	Aetna Inc.	11675 Great Oaks Way Alpharetta, GA 30721	770-340-2053	860-975-1807	
5. Jodie Mathews for Jodie Jones	Colonial Life	1209 Colonial Life Bldg Columbia, SC 29202	803-678-8587		
6. Sam Forache III	Humana	1005 Madison Forest Ln Evans, GA 30809	706-589-9441		
7. Mark S. McCoy	United Healthcare	3720 Waverly Ct STE 300 Norcross, GA 30092	770-300-3556	770-300-4367	
8. Bill Lee	Aegias	4571-B Cox Rd Evans, GA	706-651-8050	706-863-8959	
9. James Gandy	DBE Dept.		706-821-2401	706-821-4228	
10. Michael Mathews	Cigna	3500 Piedmont Rd Suite 200 Atlanta, GA	404-844-6230		
11. Bobby Burns	HR Augusta, GA	830 Greene Street	821-2874	821-2867	
12. Rod Powell	" "	" "	821-41257	" "	

Item #2

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Original

Mandatory Pre-Proposal Conference
RFP Item #11-148

Fully Insured Insurance Services
for Augusta, Georgia – Human Resources Department
RFP Due: Friday, August 26, 2011 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. John Wofford	Consumers Life Insurance Company	1899 Powers Ferry Rd. Ste 400 Atlanta, GA. 30329	678-742- 9112	678-742 9133	
2. Lisa Kelley	Wells Fargo	25 Bull St. Savannah GA	912-231 6831		
3. Phyllis Mills	Procurement		706 821-2888	821-2811	
4. Sheila Paulk	Procurement		706 821-4251	821-2811	
5. Geri Jams	Procurement		706 821-2422	821-2811	
6.					
7.					
8.					
9.					
10.					
11. Item # 2					
12.					

Item # 2

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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-11-148-0-2011/PJM

Bid Name Fully Insured Insurance

1 Document(s) found for this bid

7 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Advantica	7276838333	7276838810	1			Documents
Aetna Inc.	7703462053	8609751507	1			Documents
Benalytics Consulting Group, LLC	7704200525	7704200535	1			Documents
CIGNA	8133534419	8133534407	1			Documents
Johns Eastern Company	9419073100	9415274035	1			Documents
Standard Insurance	7704311154	7704341797	1			Documents
Vision Service Plan	9168515000	1111111111	1			Documents

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Item # 2

Bidders List

Bid Item # 11-148 Cost \$ 0

#	Company Name	Complete Mailing Adresse	Date	Spec #	Initials	Mailed by
1	The Malone Company 124 North Main Avenue Post Office Box 616 Fayetteville, TN 37334	931-433-6907 931-433-9714 Facsimile 1-931-993-9438 Cellular jim@themalonecompany.com	8/5/11	w/ed	SP	U.S. Mail
2						
3	THE FERGUSON EMPLOYEE BENEFITS AGENCY ATTN SCOTT OGBURN PO BOX 26209 GREENVILLE, SC 29616 864-234-6979 x12 864-281-0553 Fax		8/8/11	w/ed	SP	U.S. Mail
4						
5	ACHS INSURANCE ATTN PHILIP KENT 1229 AUGUSTA WEST PARKWAY AUGUSTA GA 30909 706-860-6787		8/12/11	w/ed		Pick up
6						
7	J DONNELL STARRETT INC TRANSAMERICA LIFE ATTN DON STARRETT 3007 PINE NEEDLE RD STE 204 AUGUSTA GA 30909 706-738-7774 706-739-0068 FAX		8/15/11	w/eds	support Data Census Data	Pick up
8						
9						
10						
11						
12						
13						
14						
15						

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

BLUE CROSS BLUE SHIELD OF GA
ATTN: JAMES FORD
3350 PEACHTREE ROAD
ATLANTA, GA 30326

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

DAWSON TAYLOR
3510 WHEELER ROAD
AUGUSTA, GA 30909

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

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

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

ATTN: RAMON VILLANUEVA
PO BOX 4337
FORT MYERS FL 33918-4337

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

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

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

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

BILLY WHITLEY
1019 BENT PINE COURT
COLUMBUS, GA 31909

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

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

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

REID CARNES
2945 WALTON WAY
AUGUSTA, GA 30914

HENRY CHAMBERS
4625 STILLETTO COURT
MARTINEZ, GA 30907

RFP 11-148 FULLY INSURED
INSURANCE SERVICES
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Item # 2

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

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

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

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 SVC
P. O. BOX 321
AUGUSTA, GA 30903

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

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

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

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

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

BLANCHARD & CALHOUN
245 DAVIS ROAD
AUGUSTA, GA 30907

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

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

AETNA
ATTN: MARCUS DUCKWORTH
11675 GREAT OAKS WAY – F350
ALPHARETTA, GA 30022

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

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

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

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

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

ATTN: LISA A. HEMSTEAD
COVENTRY HEALTH CARE OF GA
7402 HODGSON MEMORIAL DR STE105
SAVANNAH, GA 31406

RFP 11-148 FULLY INSURED
INSURANCE SERVICES
PAGE 2 OF 3

Item # 2

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

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

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

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

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

MCG HEALTH
ATTN DEREK CARISSIMI
1120 15TH STREET FG-1102
AUGUSTA GA 30912

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

CIGNA
ATTN REGGIE WHITE
3500 PIEDMONT ROAD SUITE 200
ATLANTA GA 30305

TRANSFORM HEALTH
ATTN MELISSA HAGAN
1221 MERCHANTS WAY STE 302
STATESBORO GA 30458

FLORIDASURANCE INC
ATTN MICHAEL ARHANGELSKY
3701 PREAKNESS PLACE #1502
PALM HARBOR FL 34684

BUSINESS DISTRIBUTION SOLUTIONS
ATTN KIM GRINDLE
2565 THOMPSON BRIDGE RD SUITE 107
GAINESVILLE GA 30501-1723

TRANSAMERICA
ATTN DON STARRETT
3007 PINE NEEDLE ROAD SUITE 204
AUGUSTA GA 30909

DELTA DENTAL
1000 MANSELL EXCHANGE WEST
BUILDING 100, SUITE 100
ALPHARETTA, GA 30023

CONSUMERS LIFE
ATTN TAYLOR MILLER
2565 THOMPSON BRIDGE RD STE 107
GAINESVILLE GA 30501

COVENTRY HEALTH CARE OF GA
ATTN: LISA A. HEMSTEAD
7402 HODGSON MEMORIAL DR STE105
SAVANNAH, GA 31406

AETNA
ATTN: MARCUS DUCKWORTH
ATTN PHIL CHECKETTS
11675 GREAT OAKS WAY – F350
ALPHARETTA, GA 30022

FBMC BENEFITS MANAGEMENT
ATTN TRACIE PARKER
3101 SESSIONS ROAD
TALLAHASSEE FL 32303

FLORIDASURANCE
ATTN MICHAEL ARHANGELSKY
3701 PREAKNESS PLACE #1502
PALM HARBOR FL 34684

MUTUAL OF OMAHA INSURANCE CO
ATTN DRU MCCOY
250 BERRYHILL RD SUITE 102
COLUMBIA SC 29210

BUSINESS DISTRIBUTION SOLUTIONS
ATTN KIM GRINDLE
2565 THOMPSON BRIDGE ROAD STE 107
GAINESVILLE GA 30501

COLONIAL LIFE
ATTN KATHRYN HINSON
2917 PROFESSIONAL PKWY STE A
AUGUSTA GA 30907

HB ACTURIAL SERVICES INC
ATTN HAYDEN BURRUS
10 NORTHEAST 6TH ST STE 200
DELRAY BEACH FL 33444

WELLS FARGO
ATTN LISA KELLEY
25 BULL STREET
SAVANNAH GA 31404

**Robby Burns
Human Resources
Room 601**

**Rod Powell
Human Resources
Room 601**

**Yvonne Gentry
Hatcher Building**

AUGUSTA RICHMOND COUNTY - Fully-Insured RFP Scoresheet

Factor	Points	General Description	Rating			
			Scale 0 (Low) to 5 (High)			
			BCBS GA	Aetna	UHC	Consumers Life
PROGRAM DESIGN	3.00	Ability to meet all RFP requirements	2.00	1.00	1.00	
	3.00	Flexibility in custom benefit plan	3.00	2.00	2.00	
	6.00		5.00	3.00	3.00	
PLAN ADMINISTRATION AND SERVICES	8.00	Reporting capabilities	7.00	7.00	6.00	
	4.00	Claim processing accuracy	4.00	4.00	4.00	
	3.00	Claim processing timeliness	3.00	3.00	3.00	
	2.00	Claim processing systems	2.00	2.00	2.00	
	3.00	Service/performance guarantees	1.00	2.00	-	
	7.00	Account Management - Staff Level/Experience	7.00	5.00	5.00	
	2.00	Employer/Member Services	2.00	2.00	2.00	
	3.00	Wellness Resources	2.00	3.00	2.00	
	3.00	Disease Management Programs	2.00	3.00	3.00	
	3.00	Access to Providers (Network)	3.00	2.00	3.00	
	3.00	Network Discounts	3.00	-	3.00	
	2.00	Technological Capabilities	1.00	2.00	2.00	
	1.00	Communication materials	1.00	1.00	1.00	
	44.00		38.00	36.00	36.00	
POINTS						
INTEGRATION WITH ADP	2.00	External Vendors - Value & Ease of doing business	1.00	1.00	2.00	
POINTS	2.00		1.00	1.00	2.00	
PRICING	25.00	Premium	25.00	18.75	12.50	
	2.00	Multi-Year Rate Guarantee	-	-	-	
POINTS	27.00		25.00	18.75	12.50	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	7.00	Experience related to performance of requested services	7.00	7.00	7.00	
	3.00	Financial/Administrative Stability	3.00	3.00	3.00	
	3.00	RFP Quality/Completeness	3.00	2.00	2.00	
	4.00	Character, Reputation, References	4.00	4.00	4.00	
	4.00	Overall Value Proposition	3.00	2.00	2.00	
POINTS	21.00		20.00	18.00	18.00	
Grand Total	100.00		89.00	76.75	71.50	



**Administrative Services Committee Meeting
10/24/2011 1:00 PM
DHS-DFCS Rental Agreement**

Department: Law

Caption: Motion to approve the Rental Agreement between Augusta, Georgia (Landlord) and the Department of Human Resources - Family and Children Services (Tenant) for property located at 520 Fenwick Street in Augusta, Georgia.

Background:

Analysis: n/a

Financial Impact: Please see Exhibit A

Alternatives: Deny the motion to approve the rental agreement.

Recommendation: Approve the motion.

**Funds are Available
in the Following
Accounts:** n/a

REVIEWED AND APPROVED BY:

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

COUNTY OF RICHMOND

RENTAL AGREEMENT

This RENTAL AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this ____ day of _____, 2011_, by and between Augusta, Georgia, a political subdivision of the

State of Georgia, whose address is 530 Greene Street, Eighth Floor in Augusta, Georgia

30901-4480 Party of the First Part, hereinafter referred to as Landlord [and when referred to in this Agreement

by a pronoun the third person, singular number and masculine gender (he, him or his) will be used], and the

Department of Human Resources – Family and Children Services an agency, department,

commission, board or bureau within the State Government of Georgia, whose complete business address is 2

Peachtree Street, N.W., 29th Floor, in Atlanta, Georgia 30303-3142 Party of the Second Part,

hereinafter referred to as Tenant [and when referred to in this Agreement by a pronoun the third person, singular number and neuter gender (it) will be used].

WITNESSETH THAT:
PREMISES RENTED AND USE TO BE
MADE OF THE PREMISES BY THE TENANT

ARTICLE I

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the parties hereto, does hereby this day grant, demise and rent upon the covenants, agreements, provisions, terms, conditions and stipulations herein stated, unto the Tenant those certain premises situated in _____

Richmond County, Georgia, and being more particularly described as follows, to wit:

Approximately 86,986 square feet of office
space located at 520 Fenwick Street
in Augusta, Georgia 30901-2902

The above-described premises being shown and delineated on a floor plan, drawing prepared for the Landlord and Tenant by the Landlord and entitled Exhibit A (floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Also included as a part of the above-described premises are all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for office space, the above-described premises, together with all the fixtures, improvements, tenements and appurtenances, thereunto belonging or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

ARTICLE II

TERM

This Agreement shall be for a term of 12 months, commencing on the 1st day of September, 2011, and ending at 12:00 o'clock midnight on the 31st day of August, 2012, unless this Agreement shall be sooner terminated as hereinafter provided.

ARTICLE III

FIXED RENTAL

For the use and rent of the above-described premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of \$53,333.34 dollars, beginning on the 1st day of September, 2011, and payable thereafter on the 1st day of each and every calendar month during the said term, being at the rate of -----\$640,000.08----- dollars per annum.

Attachment number 1 \nPage 2

ARTICLE IV

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND

THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the term of this Agreement, at the expiration of the aforementioned term, on a year-to-year basis for four (4) consecutive year(s). Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord at least forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant to be performed, kept and observed have been fully and faithfully performed, kept and observed by the Tenant.

ARTICLE V

Purpose Of Article
And Paragraph
Identification
Reference
Definitions

COVENANTS, AGREEMENTS, PROVISIONS, TERMS,

CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

1. The brief, captioned Article and Paragraph Identification References which appear in the left hand margin of this Agreement are for the purposes of convenience only and shall be completely disregarded in construing this Agreement.
2. A. The word "Landlord" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
B. The word "P(p)remises" as used in this Agreement shall include not only the particularly above-described property but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
C. Any and all references to the word "T(t)erm" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

Time Is of
The Essence

3. All time limits stated in this Agreement are of the essence in this Agreement.

Notices

4. All notices, statements, demands, requests, consents, approvals and authorizations, hereunder given by either party to the other shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at such party's address as shown in this Agreement. Either party to this Agreement may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which the notice is placed in the mail shall be treated as the date of service.

Covenant Of
Title And Quiet
Enjoyment

5. Landlord covenants that he is seized of the premises in fee simple absolute. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejectment or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejectment or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

*Notice Of
Appointment
Of Agent*

6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the party appointing such agent.

*Change In The
Ownership
Of The Premises*

7. No change or division in the ownership of the premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the premises.

*Binding Effect
On Heirs,
Assigns, Etc.*

8. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the parties hereto, and shall be deemed and treated as covenants real running with the premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heir(s), legal representative(s), devisee(s), legatee(s), next-of-kin, successor(s) and assignee(s) of said party, the same as if in each case expressed.

*Landlord's Failure
To Deliver The
Premises At The
Commencement
Of The Term*

9. Should the Landlord, for any reason whatever, be unable to deliver possession of the premises to the Tenant at the commencement of the term, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the immediately preceding option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time the Landlord delivers possession of the premises to the Tenant.

*Destruction Of
Or Damage To
The Premises*

10. In the event the premises, either prior to the commencement date of the term of this Agreement or during the term hereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the premises shall not thereafter be repaired by the Landlord at his cost and expense with reasonable promptness and dispatch, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof and rent (if any) shall be payable only to the date of such damage. Should the premises either prior to the commencement date of the term of this Agreement or during the term hereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises, at the Landlord's cost and expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of the partial destruction of the premises there shall be a fair abatement in the rent payable during the time such repairs and restoration are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs and restoration shall interfere with the business carried on by the Tenant on the premises. Full rental shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant, as to the extent that such repairs and restoration interfere with the business of the Tenant carried on by the Tenant on the premises, and as to whether the repairs and restoration are being made by the Landlord with reasonable promptness and dispatch.

Insurance

11. Landlord shall and will, at his own cost and expense during the term of this Agreement, keep the premises insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the premises were last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

*Use Of The
Premises And
Insurance
Requirements*

12. Tenant shall not use the premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the premises nor acts done on the premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the premises. The Tenant further agrees not to sell, or permit to be kept for use on the premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

*Cancellation
Of This Rental
Agreement By
Landlord*

13. Should the Tenant at any time be in default in the payment of rent, or in the performance of any of the provisions of this Agreement, and fail to remedy such default within twenty (20) days after notice thereof from the Landlord, Landlord may enter and repossess the premises, expel and remove the Tenant and Tenant's effects therefrom.

Holding Over

14. Any holding over, or continued use and/or occupancy by the Tenant, of the premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

Condemnation

15. In the event, during the term of this Agreement, the whole or any part of the premises shall be taken by any Municipal Corporation, County, State or Federal government, or any other authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant

surrenders possession of the premises. When only a portion of the premises are taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the premises must be surrendered or whether it will remain on the premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the premises will be taken under such proceeding. In the event the Tenant elects to remain on the premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the corporation, government or authority exercising the power of eminent domain or condemnation for damages or for destruction of or interference with the business of the Tenant on the premises.

*Rubbish
Removal*

16. Landlord shall keep the outside and the inside of the premises clean at his own cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the premises.

Attachment number 1 \nPage 4

*Repairs By
The Landlord*

17. During the term of this Agreement, and in accordance with EXHIBIT(S) A, B, & C, a copy of said EXHIBITS are attached hereto, incorporated in, and by reference made a part of this Agreement., Landlord shall, at his own cost and expense, service, replace, keep and maintain in good order and repair each and every part and portion of the premises together with any improvements or additions the Landlord might install or place on the premises in the course of the term of this Agreement. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the existing premises or to any improvements or additions made to the premises by the Landlord shall not be construed as a waiver by the Tenant on this provision. In the event that Tenant constructs or erects any additions and/or improvements on the premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. Landlord is responsible for providing and changing light bulbs.

*Entry For
Inspection
And Repairs,
Alterations
Or Additions*

18. Tenant shall permit Landlord, his agents or employees to enter onto the premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

*Janitorial
Services*

19. Landlord shall furnish, without additional charge to the Tenant, janitorial services for general cleaning of the premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the premises.

Utilities

20. With the sole exception of telephone, Landlord shall furnish and Landlord shall pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and Landlord shall pay for water and sewer.

*Notice To The
Landlord of
Damage(s)
Or Defect(s)*

21. Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

*Taxes And
Assessments*

22. Landlord, during the term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the premises.

*Termites, Rodents
and Pests*

23. Landlord shall, at his own cost and expense, keep the premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the premises by the same during the term of this Agreement.

*Removal of
Improvements,
Erections,
Additions And
Alterations Made
By The Tenant*

24. With prior written consent of the Landlord the Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the premises for the conductance of the Tenant's business. All improvements, erections, additions and alterations installed or placed on the premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal.

*Removal of Fixtures,
Etc. By The Tenant*

25. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the premises.

Waiver Of Right

26. The waiver by Landlord, or by Tenant, of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement.

*Entry For
Carding, Etc.*

27. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE IV above, then it is agreed that the Landlord may, within forty-five (45) days next preceding the expiration of the term of this Agreement, card the premises thereby advertising the same “For Sale”, “For Rent” or “For Lease”. Landlord, after first securing from the Tenant a date and time, may enter on the premises to exhibit the same to prospective purchasers, tenants or lessees.

*Abandonment
Of Premises
By the Tenant*

28. During the term of this Agreement, Tenant agrees not to abandon or vacate the premises without cause.

*Waste And
Nuisance*

29. Tenant shall not commit, or suffer to be committed, any waste upon the premises or any nuisance or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which the premises may be located.

*Assignment And
Subletting
Of Premises
By the Tenant*

30. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the written consent of Landlord first having been had and obtained. Any such assignment or subletting without such consent shall be void, and shall at the option of Landlord, on twenty (20) days notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only with the prior consent of the Landlord.

*Effect On
Assignment And
Subletting When
The Tenant
Surrenders
The Premises*

31. The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, either terminate all or any existing sublets or sub tenancies or operate as an assignment to him of all or any existing sublets or sub tenancies.

*Surrender Of
The Premises*

32. Tenant shall at the expiration of the Agreement surrender up the premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

*Invalidity Of
A Provision
Or A Portion Of
A Provision*

33. Should any provision or portion of any provision of the Agreement be held invalid by a Court of competent jurisdiction, the remainder of this agreement or the remainder of such provision shall not be affected thereby.

*Further Special
Provision(s)*

34. Insofar as the following special provision(s), conflict(s) with any of the foregoing provisions, the following provision(s) shall control: [If there are no special provisions please insert in the space below the word “NONE”.]

(a) Landlord shall be responsible for compliance with all applicable permitting and zoning ordinances and requirements, local and state building codes, life safety codes, handicap accessibility codes, The Americans With Disabilities Act (ADA-1990), and the securing of a certificate of occupancy for the modification or construction of the above-described premises.

(b) Landlord and Tenant hereby certify that the provisions of law contained in an Act prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State as set forth in O.C.G.A. §45-10, Art 2, Part 1 (Ga. Laws 1983, P. 1326, as amended) have not been and will not be violated in any respect by this Agreement.

(c) See Exhibit A, B, & C attached hereto and by reference

incorporated herein

*Tenant
Restriction for
Bond Financing*

35. Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to the bonds or the financing of the Premises, and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing.

Entire Agreement

36. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the premises. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those hereinabove set forth. It is further understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED
As to Landlord, in the presence of:

AUGUSTA, GEORGIA, LANDLORD

Witness

(L.S.)

Notary Public
My Commission Expires:

(L.S.)

Attachment number 1 lnPage 6

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By David S. Copenhaver (L.S.)
Title Mayor
ATTEST: _____ (L.S.)
Title _____

SIGNED, SEALED AND DELIVERED
As to Tenant, in presence of:

TENANT

Witness

(L.S.)

Notary Public
My Commission Expires:

(L.S.)

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By _____ (L.S.)
Title _____

APPROVED AS TO CONTENT:

STATE PROPERTIES COMMISSION
LEASING DIVISION

By: _____

Date: _____

EXHIBIT A

1. PROVISION FOR ADJUSTMENTS IN OPERATING EXPENSES PAYMENTS:

a. Per Article III and Exhibits “A, & C”, rent is composed of two elements. The two elements are Capital Expenses Rent (“CE”) and Operating Expenses Rent (“O/E”). Adding these two elements together equals Base Rent (“BR”) (CE+ O/E = BR). Base Rent is reflected as a number in Article III. Operating Expenses Rent is subject to annual adjustments subject to Exhibit “B”, paragraph 1. Capital Expense Rent is subject to adjustments subject to Exhibit “B”, paragraph 3. **Operating Expense Rent** is paid monthly and originally is set at **\$3.997 per square foot or \$28,975.00 per month.**

- b. For purposes of this Special Stipulation No. 1,
1. the term ‘Building’ shall refer to that building located at 520 Fenwick Street, Augusta, Georgia 30901, being that building in which the premises referenced in this Agreement is located;
 2. the term ‘Operating Expenses’ shall include only those costs of operation and routine repair and maintenance of the Building and shall specifically be comprised of insurance, utilities, janitorial and cleaning services, landscaping, dumpster/trash, light bulbs, parking lot, service contracts, elevators, HVAC, pest control, and for the cost of materials and labor for routine repairs and maintenance;
 3. the term ‘Base Year’ shall refer to the calendar year ending on the 31st day of December last preceding the beginning of the renewal or extension term for which additional Rent is being calculated;
 4. the Base Year for this special stipulation shall be Calendar Year 2010;
 5. the term “Increased Operating Expenses Rent” shall refer to the amount, if any, by which the Operating Expenses Rent for the Calendar Year following the Base Year exceeds the Operating Expenses Rent for the Base Year, excluding the amount of any such increase over which Landlord has any direct control;
 6. the term ‘Pro-Rata Percentage’ shall refer to a numerical value calculated by dividing the net usable/rentable square footage of office space in the Building occupied by Tenant (numerator) by the total net usable/rentable square footage of office space in the Building (denominator) and multiplying the resulting fraction by 100 as follows:

$$\frac{86,986}{86,986} \text{ Square feet times } 100 \text{ equals } \underline{100.00} \%$$

c. Upon receipt of supporting documents showing Increased Operating Expenses, Tenant agrees to pay in any renewal or extension term of this Agreement, additional Operating Expenses Rent in equal monthly payments in addition to the Capital Expense Rent described in this Agreement. Said additional Operating Expenses Rent shall be equal to the Pro-Rata Percentage divided by 100 and multiplied by the Increased Operating Expenses, plus the additional Operating Expenses Rent (if any) paid in the immediately preceding term.

d. Landlord shall furnish Tenant written evidence, of the Operating Expenses of the Base Year and the year immediately preceding the Base Year in order to justify any additional Operating Expenses Rent. Said written evidence shall be furnished to Tenant **within ninety (90) days** from the end of the Base Year.

2. PROVISION FOR CAPITAL EXPENSE RENT:

The Base Rent for the Premises is set forth in Article III of the Rental Agreement. As part of the Base Rent, Tenant shall pay a monthly Capital Expense Rent, which is subject to adjustment pursuant to Paragraph 3 of this Exhibit B. **Capital Expense Rent** is calculated based upon **\$3.360 per rentable square foot** of space in the Premises per year or **\$24,358.34 per month**. Landlord shall be responsible for, contingent upon adequate maintenance reserves (See EXHIBIT C), structural repairs to the roofs, exterior walls and foundation of the Building and for capital expenditures incurred to repair and replace improvements, systems and equipment on the Premises.

The portion of Base Rent which represents the Capital Expense Rent shall be placed in a segregated custodial account (hereinafter the "CE Fund") by the Landlord, which shall be an interest-bearing account. Landlord may, at Landlord's discretion, invest and reinvest the funds in the CE Fund in investments permitted for funds of the Landlord and all earnings shall be maintained in the CE Fund. The CE Fund, together with all earnings thereon, shall be used solely for the purpose of funding Capital Repairs to the Premises. Neither the Capital Expense Rent nor the earnings there from shall be used as general fund revenue by, or placed in any general account, of the Landlord. At least once annually, a financial statement shall be forwarded from Landlord to Tenant to show accounting of the CE Fund balance, including, without limitation, all receipts and disbursements. The financial statement is to be delivered to Tenant by the 1st day of April each year for the preceding year. Both a representative of the Landlord (Director of Planning & Development Department) and of the Tenant (Director of Office of Facilities and Support Services) shall agree in writing on the list of projects, costs on projects, and the date of completion of those projects by May 1st each year.

3. **PROVISION FOR CAPITAL EXPENSE RENT ADJUSTMENT:**

Prior to May 1st of the Initial Term or any Additional Term thereafter, or at any other time or times when requested by Tenant, Tenant and Landlord will agree to an equitable adjustment to increase or decrease the amount, if any, of the monthly Capital Expense Rent for deposit in the CE Fund for the following term. Tenant and Landlord also agree to review and agree upon the increased or decreased in the monthly Capital Expense Rent (or other funding mechanisms) required to fund such costs before Landlord is deemed obligated to make any modifications to the Premises to bring them into compliance with any new Federal and State statues or regulations. Any CE Fund increases or decreases shall be reduced to writing and acknowledged by both Tenant and Landlord. At the time Tenant vacates the Premises all monies in the CE Fund account shall be returned to the Tenant within sixty (60) days.

4. **PROVISION FOR OPEN ENDED MODIFICATION**

Upon receipt of a written request from Tenant, Landlord agrees to perform such alterations and/or modifications to the premises as are deemed necessary by Tenant, provided that such alterations and/or modifications are acceptable to Landlord and are consistent with the structural integrity of the Premises. Landlord shall not unreasonably withhold consent to such alterations and/or modification requests. Each such request shall specifically enumerate all items of work to be performed by Landlord and shall set forth the Special Rent Assessment payable by Tenant. If such alterations and/or modifications, and the amount of the proposed Special Rent Assessment are acceptable to Landlord, Landlord agrees to perform such work in accordance with Tenant's request; provided however, that Landlord shall not be required to perform any work not specifically set forth in any such request, including, without limitation, changes to work being performed as a result of such requests, unless Tenant submits additional written request, enumerating all such additional items of work and conforming to the above

requirements. Tenant further agrees to pay all Special Rent Assessments in full within ten (10) days of completion of all work set forth in each such request, upon acceptance and approval of such alterations or modifications by Tenant.

5. PROVISION FOR ADDITIONAL NOTICE:

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed to Landlord, Tenant and as follows:

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Georgia State Properties Commission
Leasing Division
47 Trinity Avenue, SW
Suite G-02
Atlanta, Georgia 30334-9006

or such other address as the parties may from time to time designate in writing.

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EXHIBIT B

DFACS – Augusta's Ongoing Responsibilities

UTILITIES

- Electricity
- Water
- Natural Gas
- Dumpster Service

MAINTENANCE SERVICES

- Employees
 - 1 Full Time Employee – On Site for troubleshooting and minor repairs
 - Support from Augusta Recreation, Parks and Facilities Management Staff as required for building repair and operation

CUSTODIAL SERVICES

- Employees
 - 1 Full Time employee on site during business hours
 - 5 Part Time Employees to clean floors, restrooms and collect trash. Service will be at least every other day at a minimum.
- Material
 - Paper products for restroom
 - Cleaning chemicals and equipment

PROPOSED REPAIRS (Contingent upon adequate maintenance reserves)

FY 2011/2012

- Old Single Story Building
 - Replace Roof
 - Replace Carpet and Base
 - Replace Ceiling Tile
 - Replace Water Heater
 - Replace Gutters and Downspouts
 - Replace VCT and Base in Lobby
- New Building
 - Replace Exit Door

FY 2012/2013

- Old Single Story Building
 - Paint Interior
- New Building
 - Replace Chiller

FY 2013/2014

- Old Single Story Building
 - Replace Water Fountain
 - Replace Door Frames 152, 165, 166, 167, 168, and 169
- New Building
 - Replace Roof

FY 2014/2015

- Old Single Story Building
 - None
- New Building
 - Remove wall covering and repaint Room 169
 - Caulk Windows
 - Paint Handrails
 - Paint Exterior

The Owner reserves the right to adjust the sequence or schedule of repairs as required to insure the integrity of the building envelope and infrastructure operation contingent upon funding availability.

EXCLUSIONS:

- Cleaning of interior open office system partitions
- Replacement of rubber mats
- Moving of furniture for floor replacement
- Moving of furniture for painting
- Maintenance of parking lot
- Building security, alarm systems, or employee identification/access systems
- Rekeying of locks
- Reconfiguration of space

DFACS shall insure that the Owner has current alarm codes and passwords as required to access all areas of the building.

Should DFACS institute an identification card system, Augusta employees will be provided said access cards at no cost to allow them to perform the Owner's responsibilities as it relates to building maintenance.

DFACS

C # wmtl

Annual Modifier

1.04



ONGOING OPERATIONAL COSTS									
Utilities	QTY	Per Year	Unit \$	TOTAL	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
Water	1	1	\$ 7,150	\$ 7,150	\$ 7,150	\$ 7,436	\$ 7,733	\$ 8,043	\$ 8,364
Gas	1	1	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,800	\$ 8,112	\$ 8,436	\$ 8,774
Electricity	1	1	\$ 139,500	\$ 139,500	\$ 139,500	\$ 145,080	\$ 150,883	\$ 156,919	\$ 163,195
Garbage	1	12	\$ 500	\$ 6,000	\$ 6,000	\$ 6,240	\$ 6,490	\$ 6,749	\$ 7,019
				\$ 160,150	\$ 160,150	\$ 166,556	\$ 173,218	\$ 180,147	\$ 187,353
Custodial									
Salaries - Full Time	1	1	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,680	\$ 18,387	\$ 19,123	\$ 19,888
Benefits	1	1	\$ 5,610	\$ 5,610	\$ 5,610	\$ 5,834	\$ 6,068	\$ 6,310	\$ 6,563
Salaries - Part Time (20 Hrs)	5	1	\$ 8,320	\$ 41,600	\$ 41,600	\$ 43,264	\$ 44,995	\$ 46,794	\$ 48,666
FICA/MED	5	1	\$ 1,248	\$ 6,240	\$ 6,240	\$ 6,480	\$ 6,749	\$ 7,019	\$ 7,300
Supplies	1	1	\$ 25,000	\$ 25,000	\$ 25,000	\$ 26,000	\$ 27,040	\$ 28,122	\$ 29,246
Equipment	1	1	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,600	\$ 2,704	\$ 2,812	\$ 2,925
				\$ 97,950	\$ 97,950	\$ 101,868	\$ 105,943	\$ 110,180	\$ 114,588
Maintenance									
Salaries	1	1	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,960	\$ 25,958	\$ 26,997	\$ 28,077
FICA/MED	1	1	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,960	\$ 25,958	\$ 26,997	\$ 28,077
Benefits	1	1	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,320	\$ 8,653	\$ 8,998	\$ 9,359
Supplies	1	12	\$ 250	\$ 3,000	\$ 3,000	\$ 3,120	\$ 3,245	\$ 3,375	\$ 3,510
Equipment	1	12	\$ 1,000	\$ 12,000	\$ 12,000	\$ 12,480	\$ 12,979	\$ 13,498	\$ 14,038
				\$ 71,000	\$ 71,000	\$ 73,640	\$ 76,794	\$ 79,865	\$ 83,060
Service Contracts									
Pest Control	1	12	\$ 200	\$ 2,400	\$ 2,400	\$ 2,496	\$ 2,596	\$ 2,700	\$ 2,808
Building Automation Maint	1	12	\$ 750	\$ 9,000	\$ 9,000	\$ 9,360	\$ 9,734	\$ 10,124	\$ 10,529
Chiller Maint	1	12	\$ 450	\$ 5,400	\$ 5,400	\$ 5,616	\$ 5,841	\$ 6,074	\$ 6,317
Generator Maint.	1	12	\$ 150	\$ 1,800	\$ 1,800	\$ 1,872	\$ 1,947	\$ 2,025	\$ 2,106
				\$ 18,600	\$ 18,600	\$ 19,344	\$ 20,118	\$ 20,922	\$ 21,759
TOTAL OPERATIONAL				\$ 347,700	\$ 347,700	\$ 361,608	\$ 376,072	\$ 391,115	\$ 406,760
Target Maintenance Reserve					\$ 21,300	\$ 33,392	\$ 51,428	\$ 143,880	\$ 3,240

Item # 3

[illegible]