



FINANCE COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, March 25, 2025

1:20 PM

FINANCE

- 1.** Motion to approve the 2025 Budget Amendment for Personnel in the amount of \$50,000.00. This item was approved by the Augusta Aviation Commission on February 27, 2025.
- 2.** Motion to approve the minutes of the February 25, 2025 Finance Committee Meeting.
- 3.** Recommendation to approve a 3-year contract with Georgia Administrative Services, to provide Third Party Administrative Services for Workers Compensation in the amount of \$273,000, effective June 1, 2025. (RFP 25-123)
- 4.** Motion to approve the minutes of the February 25, 2025 Finance Committee Meeting.



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**Augusta Aviation Commission
Meeting Minutes
February 27, 2025
10:00 a.m.
Orwen Commission Chambers
2nd Floor - Terminal Building**

Committee Members: Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi
Commissioner Dan Troutman; Commissioner James Germany;
Commissioner Larry Harris; Commissioner Marshall McKnight;
Commissioner Charles Larke; Commissioner Randy Sasser;
Commissioner Davis Beman; Commissioner William Fennoy

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; CPT. Matt Tindell; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Henkle;
Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey;
Ms. Catherine Highsmith; Ms. Gale Terrell; Mr. Dillion Terrell;
Mr. Robert Kerr- Staff Attorney;

Others: Mr. Edwin Scott, Mead & Hunt; Ms. Dana Lynn McIntyre – Augusta Business Daily;

CALL TO ORDER & PRAYER –Chairwoman Ronic West called the meeting to order at 10:11 am
Prayer by Commissioner Troutman

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairwoman Ronic West

- A. February 27, 2025 Meeting Agenda
- B. January 30, 2025 Commission Meeting Minutes
- C. January Statistics

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve February 27, 2025, Augusta Aviation Committee meeting agenda, the January 30, 2025, Commission Meeting Minutes & the January Statistic not including the Delta Statistics

II. EMPLOYEE RECOGNITION- Catherine Highsmith

- A. Dylan Terrell, Airport Groundskeeper-10 Years
- B. Felizitas "Gale" Terrell, Airport Administrative Assistant-15 Years
- C. Diane Johnston, Airport Director of Marketing & Business Development-20 Years
- D. Marcell Harris, Airport Lead CSA-35 Years

III. COMMITTEE REPORTS:

A. Marketing Committee Report-Commissioner Michael Cioffi

Motion by Commissioner Cioffi 2nd by Commissioner Troutman to approve the Marketing Committee Report
Pending Approval for Serenity Behavioral Health submitting 501c3; Unanimous Ayes; Motion carries

B. Finance Committee Report-Commissioner Davis Beman

Motion by Commissioner Beman 2nd by Commissioner Sasser to approve the February 2025 Committee Report
No Discussion; Unanimous Ayes; Motion carries

IV. FINANCE REPORT– Risa Bingham

January Financials

Motion by Commissioner Beman 2nd by Commissioner Cioffi to approve the January 2025 Financial
No Discussion; Unanimous Ayes; Motion carries

V. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS)- 2025 Budget Amendment for Personnel- Herbert L. Judon, Jr.

Motion by Commissioner Sasser 2nd by Commissioner Troutman to approve 2025 Budget Amendment for Personnel
No Discussion; Unanimous Ayes; Motion carries

B. Augusta Regional Airport (AGS)- Work Authorization #13- Runway 8/26 As-Built 18b Survey - Elizabeth Giles

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Authorization #13- Runway

8/26 As-Built 18b Survey

No Discussion; Unanimous Ayes; Motin carries

- C. Augusta Regional Airport (AGS)- John Wayne Air Calvary, Inc. -Professional Services Agreement - Kennth Hinkle
Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve John Wayne Air Calvary, Inc. -Professional Services
No Discussion; Unanimous Ayes; Motin carries
- D. Augusta Regional Airport (AGS)- FAA Reimbursable Agreement Masters® 2025- Kennth Hinkle
Motion by Commissioner Larke 2nd by Commissioner Sasser to approve FAA Reimbursable Agreement Masters 2025
Commissioner Troutman voted nay; Motin carries
- E. Augusta Regional Airport (AGS)- Riversville Aircraft Corp. Lease Agreement 2025-2026 - Kennth Hinkle
Motion by Commissioner Harris 2nd by Commissioner Beaman to approve Riversville Aircraft Corp. Lease Agreement 2025-2026
Update contract to reflect lease of 12 months not 8 months; Unanimous Ayes; Motin carries
- F. Augusta Regional Airport (AGS)- Mavel Wings Lease Agreement 2025-2026 - Kennth Hinkle
Motion by Commissioner Cioffi 2nd by Commissioner Sasser to approve Mavel Wings Lease Agreement 2025-2026
No Discussion; Unanimous Ayes; Motin carries
- G. Augusta Regional Airport (AGS)- Turo Inc. Operating Agreement 2025 - Tyler Good
Item was removed per staff request
- H. Augusta Regional Airport (AGS)- Augusta Museum of History (AMH) Curatorial Coordination Agreement- Lauren Smith
Motion by Commissioner Sasser 2nd by Commissioner Beaman to approve Augusta Museum of History (AMH) Curatorial Coordination
No Discussion; Unanimous Ayes; Motin carries
- I. Augusta Regional Airport (AGS)- Alliance of Therapy Dogs, Inc. for the Paws for Pax Program - Lauren Smith
Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve Alliance of Therapy Dogs, Inc. for the Paws for Pax Program
Update Certificate of Liability to include AGS name; Unanimous Ayes; Motin carries
- J. Augusta Regional Airport (AGS)- OshKosh Aerotech KCI Valet Conveyor Systems - Bruce Keller
Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve OshKosh Aerotech KCI Valet Conveyor Systems
Change language to reflect increase efficiency and remove for safety improvements; Unanimous Ayes; Motin carries

VI. INFORMATION ITEMS

- A. Replacement of SPAC 6 Rooftop Unit- Bruce Keller

- B. Innovation Exchange Event March 13, 2025 – Diane Johnston

VII. COMMISSION COMMENTS/ACTION REQUESTS:

- A. Selection of Committee Members for 2025- Chairwoman Ronic West
Motion by Commissioner Fennoy 2nd by Commissioner Harris to approve Selection of Committee Members for 2025
No Discussion; Unanimous Ayes; Motion carries
- B. Travel Approval for Aviation Chairwoman Ronic West to attend (AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C.)- Vice Chairman Michael Cioffi
Motion by Commissioner Cioffi 2nd by Commissioner Larke to approve Travel for Aviation Chairwoman Ronic West and Commissioner William Fennoy to attend AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C., March 26-28, 2025
No Discussion; Unanimous Ayes; Motion carries
- C. Staff Update on Ordinance Project/Augusta Commission Approval- Chairwoman Ronic West
Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Staff Update on Ordinance Project/Augusta Commission Approval
Rewrite pending approval from Augusta Commission; Unanimous Ayes; Motion carries
- D. Move March 27, 2025, Commission Meeting to March 20, 2025
Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve the Move of March 27, 2025, Commission Meeting to March 20, 2025
No Discussion; Unanimous Ayes; Motion carries

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Sasser
No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 11:21 am

Ronic West, Chairwoman
Augusta Aviation Commission



Finance.Committee.Meeting

Meeting Date: 3/25/2025

Airport 2025 Budget Amendment for Personnel

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve the **2025 Budget Amendment for Personnel** in the Amount of **\$50,000.00** This item was approved by the Augusta Aviation Commission on February 27, 2025.

Background: In FY 2025, the Airport will be making multiple organizational (personnel) adjustments to enhance the operation. These changes have been precipitated for multiple reasons and are inclusive of the assignment of additional duties, reclassifications, potential promotions, succession planning, etc.

To monetarily execute compensation related to these upcoming actions, funding must be available within the “Personnel Services & Benefits” account of the budget.

The Airport did not incorporate this funding in the 2025 budget because the need for these adjustments were unknown at the time of the August 2, 2024 budget submission deadline.

Analysis: The Airport’s “Available for Future Years” fund balance is \$1,664,980. The Airport will utilize \$50,000 to carry out the organizational (personnel) adjustments. This amended change will not impact the overall balanced budget. It is merely moving monies from one line-item section to another.

Additionally, Airport management is implementing these organizational adjustments with the strategic goal to not increase overall personnel expenditures. This goal will be met through salary savings (of vacant positions), efficiencies, and reclassifications of some roles.

These adjustments will be implemented over the course of the fiscal year.

However, this action serves as a proactive step to appropriately classify set aside funds for availability when required.

Item 1.

Financial Impact: Monies will be moved from 551101110-6021110 to 551081110-5121110.

Alternatives: N/A

Recommendation: Motion to approve the **2025 Budget Amendment for Personnel** in the Amount of **\$50,000.00** This item was approved by the Augusta Aviation Commission on February 27, 2025.

Funds are available in the following accounts: From 551101110-6021110 to 551081110-5121110.

REVIEWED AND
APPROVED BY: N/A



Finance Committee Meeting

March 25, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the February 25, 2025 Finance Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



FINANCE COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, February 25, 2025

1:15 PM

PRESENT:

Commissioner Stacy Pulliam, Member
 Commissioner Jordan Johnson, Member
 Commissioner Wayne Guilfoyle, Member

ALSO PRESENT:

Mayor Garnett Johnson
 Commissioner Tony Lewis
 Commissioner Tina Slendak
 Commissioner Don Clark
 Commissioner Francine Scott
 Commissioner Brandon Garrett
 Commissioner Catherine Rice

ABSENT:

Commissioner Alvin Mason, Member

1. Discuss Downtown "TIA" Transportation Investment Act. (**Requested by Commissioner Jordan Johnson**)

Motion to approve having Administration work with the Engineering Department and bring back with a plan for Reynolds Street, Ellis Street becoming one way with time parking on Broad in thirty days.

Motion made by J. Johnson and Seconded by Guilfoyle

Voting Yea: Johnson, Guilfoyle, Pulliam

Motion carries 3-0

2. Motion to **approve** the February 11, 2025 Finance Committee Meeting minutes.

Approve by acclamation without objections.



Finance Committee Meeting

3/25/25 1:15pm

Workers Compensation Administration Services RFP 25-123

Department:	Finance – Risk Management Division
Presenter:	Timothy Schroer
Caption:	Recommendation to approve a 3-year contract with Georgia Administrative Services, to provide Third Party Administrative Services for Workers Compensation in the amount of \$273,000, effective June 1, 2025. (RFP 25-123)
Background:	The current contract with CorVel is expiring. The RFP process was initiated. Seven vendors responded. Through the RFP evaluation process, Georgia Administrative Services received the highest score. Georgia Administrative Services provided the best proposal and quote for the services requested.
Analysis:	Georgia Administrative Services will assist Augusta in providing quality for Augusta employees injured on-the-job.
Financial Impact:	\$273,000 for 3 years.
Alternatives:	Continue with current TPA, CorVel, at a cost of \$292,000 for 3 years
Recommendation:	Approve 3-year contract with Georgia Administrative Services for period of June 1, 2025 – June 1, 2028 at a cost of \$273,000 for 3 years.
Funds are available in the following accounts:	621-015231
<u>REVIEWED AND APPROVED BY:</u>	Finance Law Administrator Clerk of Commission

**AUGUSTA, GEORGIA FINANCE DEPARTMENT
ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
GEORGIA ADMINISTRATIVE SERVICES, INC.**

This Agreement made and entered into this ____ day of ____ 2024 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Finance Department (“Risk”) whose address is 535 Telfair Street, Augusta, GA, and by the GEORGIA ADMINISTRATIVE SERVICES, INC., a Georgia Corporation (hereinafter “G.A.S.”), having its principal place of business located at 1775 Spectrum Drive, Suite 100, Lawrenceville, Georgia 30043-5754 (hereinafter referred to as “G.A.S.”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, G.A.S. and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. G.A.S. will conduct those activities as indicated in RFP 25-123, Section III, “Goals and Deliverables of the Project,” and Section IV, “Scopes of Services”, which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, for worker’s compensation claims adjudication and management, including but not limited to:

- a. Claims administration services necessary for the day-to-day administration of a self-insured workers' compensation program;
- b. Assisting Augusta in its investigation and resolution of checks outstanding for more than six-months, in order to satisfy the requirements of the State of Georgia's Property Subject to Escheat laws;
 - i. Assisting in bank reconciliation of such lost fund;
- c. Timely filing of all claims with the appropriate agency;
- d. Timely payment of all expenses associated with the claims handling process;
- e. Handling any problems with treatment, including but not limited to addressing issues with doctor's offices;
- f. Processing all paperwork;
- g. Determination of claims;
- h. Doctor appointments;
- i. Pharmaceutical management;
- j. Return to work;
- k. Rehabilitation;
- l. Medical bills;
- m. G.A.S. will review and process, on behalf of Augusta, all Workers' Compensation claims and Occupational Disease claims reported to G.A.S. and shall exclude any activities which may be deemed the practice of law;
- n. On behalf of Augusta, G.A.S. will review all medical reports and bills concerning Workers' Compensation claims to determine eligibility for payment, considering both relationships to job-sustained injury, reasonableness of charges and necessity of treatment. Bill screening of medical services will be performed by a qualified

entity as determined by the Georgia State Board of Workers' Compensation.

Augusta shall pay for the cost of bill screening as an allocated expense;

- o. Using funds provided by Augusta process payments of all eligible Temporary total benefits, permanent partial benefits, and death benefits for Augusta- Richmond County employees and/or their dependents;
- p. Using funds provided by Augusta, process payments of all eligible medical bills on behalf of Augusta;
- q. Assist in determination of the extent and degree of permanent disability as defined by the applicable state's Workers' Compensation Act, utilizing, when desirable, physicians selected by Augusta for medical examinations;
- r. Maintain a claim file on each reported claim, which shall be the property of Augusta and be available at all times for inspection by personnel authorized by Augusta;
- s. Fiscal analysis report data will be transmitted on an as needed or requested basis;
- t. Excess Insurance: G.A.S. will seek annual quotes for Excess Workers' Compensation Insurance on behalf of Augusta using criteria provided by Augusta. Quotes will be presented to Augusta no less than 90 days from date of excess insurance policy renewal. G.A.S. shall be responsible for reporting all claims in a timely manner to Augusta's excess insurer. G.A.S. shall provide separate notice to Augusta and Augusta's excess insurers of all claims which meet loss thresholds for excess insurance coverage.

B. Augusta shall:

- a. Designate a liaison, also known as a Program Coordinator, to which the G.A.S. is entitled to rely upon regarding information, decisions made by Augusta, and as a

point of contact for routine communications. Such a liaison shall not be for formal written notices as described under this Agreement.

- b. Providing the first report of injury, job descriptions, wage statements, and communicating pay status.

ARTICLE II

GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, thirty-six months from the Effective Date, with an option to extend the agreement with two additional one-year terms. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

- a. The Notice to Proceed will be issued within ten (10) days of the approval of the Contract Agreement by Augusta. If there are reasons the Notice to Proceed cannot be issued within this period, the time may be extended by mutual agreement between Augusta and the successful Proposer. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, Augusta may terminate the Contract Agreement without further liability on the part of either party.

B. The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia.

C. In performance of the services, it is understood that Augusta and/or others may supply G.A.S. with certain information and/or data, and that G.A.S. will rely on such information. It is agreed that the accuracy of such information is not within G.A.S.' control and G.A.S. shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of G.A.S.' Scope of Services.

D. **Independent G.A.S. Status.** It is understood and agreed that G.A.S. will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, G.A.S.' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. G.A.S.' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of G.A.S.' employees. G.A.S. shall be fully responsible for any such withholding or paying of taxes or social security.

ARTICLE III **CONSIDERATION/FEES**

A. Augusta shall pay to G.A.S. administrative services fees at the beginning of each contract period (2025, 2026, 2027), which includes professional fees and direct expenses incurred in performing the scope of services, outlined in "Fee Proposal Sheet" as attached to this contract. Arts Council shall have no responsibility with regards to any funds unless assigned such right in writing with the consent of all parties to this Agreement.

B. G.A.S. shall submit an invoice for twelve (12) months services at the beginning of the contract period, which shall be April 1 of the calendar year. Thereafter, invoices should be submitted on an annual basis as described in Section I, item 4 of the RFP. Applications shall be sent to the Management Point-of-Contact.

C. Upon application for payment as above, the Management Point-of-Contact will submit this Request for Payment to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Request. After the Request for Payment has been submitted, the Finance Department shall pay to the successful Proposer, within thirty (30) days, the amount invoiced for services.

D. Adjustment in price in this Agreement shall be computed in one of the following ways:

- a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
- b. By unit prices specified in this Agreement or subsequently agreed upon;
- c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or
- d. In such other manner as the contracting parties may mutually agree upon.

E. No claim for additional or other compensation beyond the fees shall be allowable unless G.A.S. makes and continuously maintains written demand within thirty (30) days of the occurrence of any event which gives rise to such claim.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF G.A.S.

A. G.A.S. represents and warrants to and covenants with Augusta to satisfy the following requirements:

- a. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an administrator's license with the Office of Commissioner of Insurance (the "Commissioner") and shall promptly report to Augusta any suspension, revocation, or termination thereof.
- b. G.A.S. represents and warrants that it shall, for the full term of this Agreement maintain a fidelity bond in accordance with the rules of the Commissioner and G.A.S. shall provide to the Client evidence of such as reasonably requested in writing by the Augusta.
- c. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain errors and omissions coverage in an amount which is not less than that specified by the rules and regulations of the Commissioner, and G.A.S. shall, upon reasonable written request by Augusta, provide to the Augusta certification of insurance evidencing such coverage.
- d. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an office in the State of Georgia for the payment, processing, and adjustment of the claims of the Augusta's fund.
- e. G.A.S. represents and warrants that it shall, for the full term of this Agreement, make all required filings to the State Board of Worker's Compensation.
- f. G.A.S. represents and warrants that it shall insure that the administrative services provided herein are in compliance with state laws and regulations.

B. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by G.A.S. and constitutes a legal, valid and binding

obligation of G.A.S., enforceable against G.A.S. in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

C. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by G.A.S., nor the performance by G.A.S. of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to G.A.S., (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which G.A.S. is a party or by which G.A.S. or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of G.A.S. under any agreement or instrument to which G.A.S. is a party or by which G.A.S. or its assets may be bound or affected.

D. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by G.A.S. or the performance of its obligations hereunder, except such as have been duly obtained or made.

E. Financial Condition. There has been no material adverse change in the financial condition of G.A.S. that would impair the ability of G.A.S. to perform its obligations under this Agreement.

F. No Collusion. G.A.S.'s Proposal is genuine and not collusive or a sham. G.A.S. has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to

put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of G.A.S.'s proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

G. Information Supplied By G.A.S.. The information supplied and representations and warranties made by G.A.S. and in all submittals made in response to the RFP, including G.A.S.'s Proposal, and in all post-proposal submittals with respect to G.A.S. (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. G.A.S.'s Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

H. Ethics: Gratuities and Kickbacks. Neither G.A.S., any subsidiary, or any agent or other representative of G.A.S. has given or agreed to give, any employee or former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

I. Contingent Fees. The G.A.S. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by G.A.S. for the purpose of securing business and that the G.A.S. has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

J. Existence and Powers. G.A.S. is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

K. Augusta's selection of the G.A.S. was made with specific reliance on the qualifications and experience of specific G.A.S. staff identified in the G.A.S.'s response to RFP 25-123, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or Planning, G.A.S. agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in G.A.S.'s response.

L. Standard of Performance. G.A.S.' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and G.A.S.' expertise and qualifications as a professional. G.A.S. will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. G.A.S. does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. G.A.S. identifies

costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.

M. Confidential Information. G.A.S. acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, G.A.S. may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. G.A.S. acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to G.A.S. by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by G.A.S. requested by Augusta. Augusta acknowledges G.A.S. has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, G.A.S. acknowledges that Augusta, Georgia is an "agency" pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. G.A.S. agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 25-123 and the services covered in this Agreement.

N. Parties expressly agree that the provisions of the Georgia State Board of Workers Compensation supersede the terms and conditions of this agreement.

O. Augusta grants to G.A.S, on its behalf, the necessary authority to execute action on any motions, appeals, or other documents which may be required to carry out the obligations of this agreement. G.A.S. shall use reasonable efforts, as defined by Augusta, to consult with Augusta. However, if G.A.S. is unable to do so, Augusta authorizes G.A.S. to use its own

discretion in determining the appropriate action on behalf of Augusta. Augusta agrees to hold G.A.S. harmless concerning any actions taken in such circumstances.

P. None of the various Augusta departments, agencies, or employees, individually or collectively, will be required to purchase any minimum or maximum amount during the life of this Agreement.

Q. Augusta may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Management Point of Contact also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. G.A.S. shall proceed with the performance of any changes in the services so ordered by the Management Point of Contact unless G.A.S. believes that such order entitles him/her to a change in the fee or time or both, in which event s/he shall give the Management Point of Contact written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and G.A.S. shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from Augusta. Augusta may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, Augusta shall indicate this intent in a written notice to G.A.S.

ARTICLE V
INSURANCE & INDEMNIFICATION

- A.** G.A.S. shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta evidence of a policy or policies of insurance as enumerated below:
- a. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000;
 - b. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000;
 - c. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the G.A.S. shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
 - i. Worker's compensation – statutory coverage;
 - ii. Employer's liability - \$1,000,000.00.
- B.** Any deductible or self-insured retention must be disclosed and is subject to approval by Augusta. The cost of any claim payments falling within the deductible shall be the responsibility of the G.A.S.;
- C.** If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made from coverage shall be maintained by the G.A.S. for a minimum of two years following the expiration or earlier termination of this Contract and G.A.S. shall annually provide Augusta with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, G.A.S. shall purchase an extended reporting period ("tail")

or execute another form of guarantee acceptable to Augusta to assure financial responsibility for liability for services performed.

D. Such insurance, as provided above, shall be endorsed to include Augusta, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to Augusta. In addition, G.A.S.'s insurance shall be primary as respects Augusta, and any other insurance maintained by Augusta shall be excess and not contributing insurance with the G.A.S.s insurance.

a. Certificates acceptable to Augusta will be attached to the signed contract documents when they are transmitted to Augusta for execution. These certificates will contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to Augusta, as evidenced by receipts of Registered or Certified mail."

E. Policy Rating: All policies shall be subject to approval by Augusta Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance.

F. Self-Insurance: Should G.A.S. be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how G.A.S. would protect and defend Augusta as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.

G. Subcontractors: G.A.S. shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All

coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

H. Failure of the G.A.S. to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

I. G.A.S. shall defend, indemnify and save harmless Augusta, its officers, employees and agents from any and every claim and risk, and from all losses, damages demands, suits, judgments and attorney fees, and other expenses of any kind (collectively “losses”) and account of injury to or death of any and all persons (including but not limited to G.A.S., its agents, employees, subcontractors and their successors and assigns as well as Augusta or Augusta’s agents and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta. Nothing in this Agreement shall be considered a waiver of Augusta’s sovereign immunity.

ARTICLE VI

TERMINATION

A. Termination of the Agreement for Default. Failure of the G.A.S., which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the G.A.S. pursuant to this term.

B. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors:** The G.A.S. makes a general assignment for the benefit of creditors.

2. **Bankruptcy:** The G.A.S. files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the G.A.S. in any proceeding brought by or against the G.A.S., or the G.A.S. consents to or acquiesces in such appointment.

E. Termination. Either party may terminate this Agreement upon 180 days' prior written notice. Augusta may terminate this Agreement without cause upon 60 days' prior written notice. Written notice pursuant to this clause shall be certified or registered mail.

F. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the G.A.S. fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that the G.A.S. makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

G. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a

temporary stopping of the work, or delaying of the work to be performed by G.A.S. under this Agreement.

- H.** If G.A.S. is sold or bought out, Augusta reserves the right to review the new arrangement and terminate the contract with 30 days' written notice.
- I.** Subsequent to the termination of this agreement, G.A.S. will return all claims and claim-related records to Augusta upon final payment of all outstanding invoices. If Augusta requests that G.A.S. continue to manage open claims after the termination date, G.A.S. will bill Augusta an additional fee to be agreed to at the time of termination.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. G.A.S. will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by G.A.S. herein, or to the wages paid by G.A.S. to its employees.

B. G.A.S. will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by G.A.S. for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.

D. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of G.A.S. and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto. In no case shall the apprenticeship program constitute and employment and/or contractual relationship between Augusta, Georgia.

H. Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta: Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901

Finance Department
ATTN: Judy Blackstone
535 Telfair St
Augusta, GA 30901

With a Copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For G.A.S.:

Georgia Administrative Services, Inc.
ATTN: Amy Salmon
1775 Spectrum Dr, Suite 100, Lawrencville GA 30043

I. Nondiscrimination. During the performance of services under this Agreement, G.A.S. agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. G.A.S. will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

J. Compliance with laws: The G.A.S. shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the G.A.S. and Augusta. G.A.S. shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of

insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

K. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

L. G.A.S. (G.A.S.) acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, G.A.S. is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of G.A.S.'s provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the G.A.S. may be precluded from recovering payment for such unauthorized goods or services. Accordingly, G.A.S. agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the G.A.S. provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by G.A.S.. G.A.S. assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

M. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying

its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

N. Throughout the term of this contract, G.A.S. will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. G.A.S. will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

O. Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of G.A.S. or any subcontractor of G.A.S. or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. G.A.S. agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of G.A.S. which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

P. Independent G.A.S.. The G.A.S. shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

Q. Assignment and Subcontracting. The G.A.S. shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the G.A.S. hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

R. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. G.A.S. by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

S. Invalid Provisions: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any

such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or G.A.S. in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

T. Waivers. Failure by Augusta to insist upon the strict performance by the G.A.S. of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the G.A.S..

U. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, G.A.S. hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and G.A.S.'s response to RFP 25-123 (Exhibit "A"), the G.A.S.'s response to RFP 25-123 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Georgia Administrative Services

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: GARNETT L. JOHNSON

Title: _____

Title: Mayor

Date: _____

Date: _____

Timothy Schroer

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

APPENDIX A
RFP 25-123 and GAS' RESPONSE TO RFP 25-123, FEE PROPOSAL SHEET, NURSE
TRIAGE ESCALATION CRITERIA, EMAIL OF 2/24/25

DRAFT

Request for Proposals

Request for Proposals will be received at this office until **Monday, December 30, 2024 @ 1:00 p.m.** via ZOOM Meeting ID: **846 7480 7796**; Passcode: **25123** furnishing:

RFP Item #25-123

Third Party Administrative Services for Workers Compensation for Augusta Finance for Augusta, GA – Finance Department – Risk Management Division

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

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair 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, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

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 Friday, December 13, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP 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 request for proposal 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 waivable 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.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents 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 proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle November 21, 29, 2024 and December 5, 12, 2024
Metro Courier November 21, 2024

Revised:10/02/24



RFP Opening: RFP Item #25-123 Third Party Administrative Services
for Workers Compensation for Augusta, GA –
Finance Department
RFP Date: Monday, December 30, 2024 @ 1:00 p.m.

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 239
Georgia Procurement Registry: 1710
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	7 Copies	Fee Proposal
Brentwood Services Administrators, Inc. 214 Centerview Drive, Suite 350 Brentwood, TN 37027	YES	YES	311414	YES	YES	YES	YES
CorVel Enterprise Comp, Inc. 5128 Apache Plume Road, Suite 400 Fort Worth, TX 76109	YES	YES	1522738	YES	YES	YES	YES
Specialized Contract Administrators 39500 High Point Blvd, Suite 400 Novi, MI 48375	YES	YES	2587159	YES	YES	YES	YES
Johnston & Associates- OccuSure 990 Elliston Way Suite 200 Thompsons Station, TN 37179	YES	YES	844277	YES	YES	YES	YES
Davies Claims North America, Inc. 6015 Resource Lane Lakewood Ranch, FL 34202	YES	YES	708337	YES	YES	YES	YES
Convergent Claims Services, LLC 40 Shuman Blvd Suite 104 Naperville, IL 60563	YES	YES	NO/ Non-Compliant	YES	YES	YES	YES
JWF Speciality Company 11711 North Meridian St Carmel, IN 46032	YES	YES	1215852	YES	YES	YES	YES
Georgia Administrative Services, Inc. 1775 Spectrum Drive Suite 100 Lawrenceville, GA 30043	YES	YES	538522	YES	YES	YES	YES

Vendors			Brentwood Services Administrators, Inc. 214 Centerview Drive, Suite 350 Brentwood, TN 37027	CorVel Enterprise Comp, Inc. 5128 Apache Plume Road, Suite 400 Fort Worth, TX 76109	Specialized Contract Administrators 39500 High Point Blvd, Suite 400 Novi, MI 48375	Johnston & Associates- OccuSure 990 Elliston Way Suite 200 Thompsons Station, TN 37179	Davies Claims North America, Inc. 6015 Resource Lane Lakewood Ranch, FL 34202	JWF Speciality Company 11711 North Meridian St Carmel, IN 46032	Georgia Administrative Services, Inc. 1775 Spectrum Drive Suite 100 Lawrenceville, GA 30043	Convergent Claims Services, LLC 40 Shuman Blvd Suite 104 Naperville, IL 60563
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)							
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.25	4.65	2.75	3.65	3.88	2.88	4.88	
3. Organization & Approach	(0-5)	15	4.10	4.50	3.00	3.65	3.88	3.00	4.75	
4. Scope of Services (30 points) - Scope of Services Scope of Services Experience and approach to the Scope of Services to include details on the following items. •Claims Management •Customer Service •Cost Savings to Augusta, GA through Workers Compensation Special Programs •Schedule of Work	(0-5)	20	3.88	4.65	3.00	3.50	3.65	3.00	4.88	
5. Financial Stability	(0-5)	5	4.38	4.75	3.00	3.50	4.48	3.00	4.75	
6. Schedule of Work	(0-5)	5	4.10	4.50	3.00	3.78	4.00	3.00	4.78	
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)										
Within Richmond County	5	10								
Within CSRA	5	6								
Within Georgia	5	4						5.0		
Within SE United States (includes AL, TN, NC, SC, FL)	5	2	5.0			5.0	5.0			
• All Others	5	1		5.0	5.0		5.0			
8. References	(0-5)	5	4.50	4.75	3.50	3.75	4.50	3.25	4.88	
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			30.2	32.8	23.3	26.8	29.4	23.1	33.9	0.0
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										
9. Presentation by Team	(0-5)	10	3.25	4.00					4.88	
10. Q&A Response to Panel Questions	(0-5)	5	4.50	4.00					4.50	
11. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)										
Lowest Fees	5	10							5.0	
Second	5	6		5.0						
Third	5	4	5.0							
Forth	5	2								
Fifth	5	1								
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			12.8	13.5	0.0	0.0	0.0	0.0	14.4	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for										
Total Cumulative Score (Maximum point is 500)			43.0	46.3	23.3	26.8	29.4	23.1	48.3	0.0
Evaluator: _____ Date: _____ Phase I 1/15/25 Phase II 1/27/25										
Procurement Department Representative: _____ Nancy Williams										
Procurement Department Completion Date: _____ Phase I 1/15/25 Phase II 1/27/25										

FINANCE DEPARTMENT
RISK MANAGEMENT DIVISIONTimothy E. Schroer, CPA, CGMA
Interim DirectorJudy Blackstone
Interim Risk Mgt. Manager

February 4, 2025

Mr. Darrell White
Interim Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: 25-123- Third Party Administrative Services

Dear Mr. White:

The Evaluation Committee for the Third Party Administrative Services for workers' compensation (RFP #25-123) met on January 27, 2025. It is the consensus and recommendation of the Evaluation Committee to proceed with negotiations with Georgia Administrative Services concerning the additional cost of a 24/7 nurse triage service for reporting claims and accessing immediate care from providers on our panel of physicians.

Based on the criteria used, I concur with the recommendation of the Evaluation Committee

Thank you.

Sincerely,

Timothy E. Schroer, CPA, CGMA
Interim Finance Director

AMERISYS
140 ALEXANDRIA BLVD
OVIEDO, FL 32765
(RETURNED MAIL)

UNDERWRITERS SAFETY & CLAIMS
ATTN: BID DEPARTMENT
1700 EASTPOINT PARKWAY
LOUISVILLE, KY 40223

GEORGIA ADMINISTRATIVE
SERVICES
ATTN: CARLA EDWARDS
1775 SPECTRUM DRIVE
LAWRENCEVILLE, GA 30034

COMPANION THIRD PARTY
ADMINISTRATORS
ATTN: KEVIN M. ELMORE
P.O. BOX 100159
COLUMBIA, SC 29202-3165

BSI/SPECIALIZED CONTRACT
ADMINISTRATORS
306 RIDGELAND DR
GREENVILLE, SC 29601

USIS
ATTN: RON WARBLE
140 ALEXANDRIA BLVD.
OVIEDO, FL 32765
(RETURNED MAIL)

CORVEL CORPORATION/ATLANTA
ATTN: SCOTT C. HUGHES
2905 PREMIERE PKWY., SUITE. 125
DULUTH GA 30097

RISK MANAGEMENT SERVICES
COMPANY
P. O. BOX 22989
LOUISVILLE, KY 40252

COLLINS AND COMPANY, INC.
555 RIVER STREET
CHATTANOOGA, TN 37405

PMA MANAGEMENT CORP
ATTN: JULIA M. HOUK
1100 ABERNATHY ROAD NE
BUILDING 500, SUITE 650
ATLANTA GA 30328

ABERCROMBIE, SIMMONS &
GILLETTE, INC.
ATTN: DOUG METZ
6000 FAIRVIEW ROAD, SUITE 1200
CHARLOTTE, NC 28210

JOHNSTON & ASSOC.
830 CRESCENT CENTRE DR.,
SUITE 220
FRANKLIN, TN 37067
(RETURNED MAIL)

OCCUSURE
ATTN: BID DEPARTMENT
6 CADILLAC DRIVE
SUITE 370
BRENTWOOD, TN 37027

BRENTWOOD SERVICES
ADMINISTRATORS
ATTN: BID DEPARTMENT
PO BOX 1125
BRENTWOOD, TN 37024-1125
(RETURNED MAIL)

CORVEL CORPORATION/ ATLANTA
1745 NORTH BROWN RD.,
SUITE 275
LAWRENCEVILLE, GA 30043
(RETURNED MAIL)

JOHNS EASTERN COMPANY
PO BOX 110259
LAKEWOOD RANCH, FL 34211

SEDGWICK
ONE UPPER POND ROAD
PARSIPPANY, NJ 07054
(RETURNED MAIL)

TRISTAR INSURANCE GROUP
200 UNION BLVD., SUITE 580
LAKEWOOD, CO 80228
(RETURNED MAIL)

TIMOTHY SCHROER
FINANCE DEPARTMENT

JUDY BLACKSTONE
FINANCE DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

RFP ITEM 25-123 THIRD PARTY
ADMINISTRATIVE SERVICES FOR WORKERS
COMPENSATION FOR AUGUSTA FINANCE
FOR AUGUSTA, GA-FINANCE DEPARTMENT
RFP DUE: MON, 12/30/24 @ 1:00 P.M.

RFP ITEM 25-123 THIRD PARTY
ADMINISTRATIVE SERVICES FOR WORKERS
COMPENSATION FOR AUGUSTA FINANCE
FOR AUGUSTA, GA-FINANCE DEPARTMENT
MAIL DATE: 11/21/24

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, November 21, 2024 1:53 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000095

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000095

Event Title: 25-123 Third Party Administrative Services for Worker Compensation

Event Type: Non-State Agency

Process Log
2024/11/21 13:41:36 : Log starts for - 20648206 - EVENT_RELEASE_TO_SUPL
2024/11/21 13:41:40 : Email Process Log for the Event#: PE-72155-NONST-2025-000000095
2024/11/21 13:41:40 : Email Batch# 2411215816
2024/11/21 13:41:40 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/11/21 13:52:55 : Total No of Contacts found for sending Email: 1710
2024/11/21 13:52:55 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000095&sourceSystemType=gpr20>

11/21/2024 01:52:55 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (16)

Supplier 	Download Date
Brentwood Services Administrators, Inc.	11/26/2024
CCMSI	11/25/2024
Convergent Claim Service	11/22/2024
CorVel Corporation	12/19/2024
Dodge Data	12/18/2024
Gallagher Bassett	11/25/2024
Georgia Administrative Services, Inc.	11/25/2024
GovGizmo	12/04/2024
In Touch Reno LLC	11/21/2024
Innovative Claims Strategies	11/26/2024
Johns Eastern Company, Inc.	12/03/2024
Johnston & Associates - Occu Sure	12/17/2024
JWF Specialty	12/02/2024
NARS	11/25/2024
Office Work Done	11/21/2024

Add Supplier

Supplier Details

Supplier Name	Brentwood Services Administrators, Inc.
Contact Name	John Smitherman

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.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. 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.



Finance Committee Meeting

March 11, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the February 25, 2025 Finance Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



FINANCE COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, February 25, 2025

1:15 PM

PRESENT:

Commissioner Stacy Pulliam, Member
 Commissioner Jordan Johnson, Member
 Commissioner Wayne Guilfoyle, Member

ALSO PRESENT:

Mayor Garnett Johnson
 Commissioner Tony Lewis
 Commissioner Tina Slendak
 Commissioner Don Clark
 Commissioner Francine Scott
 Commissioner Brandon Garrett
 Commissioner Catherine Rice

ABSENT:

Commissioner Alvin Mason, Member

1. Discuss Downtown "TIA" Transportation Investment Act. (**Requested by Commissioner Jordan Johnson**)

Motion to approve having Administration work with the Engineering Department and bring back with a plan for Reynolds Street, Ellis Street becoming one way with time parking on Broad in thirty days.

Motion made by J. Johnson and Seconded by Guilfoyle

Voting Yea: Johnson, Guilfoyle, Pulliam

Motion carries 3-0

2. Motion to **approve** the February 11, 2025 Finance Committee Meeting minutes.

Approve by acclamation without objections.