



# MANATEE COUNTY FLORIDA

August 28, 2013

TO: All Proposers

SUBJECT:

Request For Proposal (RFP) #13-1857FL  
Employee Health Plan Consulting Service

## ADDENDUM #1

The following items are issued to add to, modify and clarify the Request For Proposal document. Proposals are to be submitted on the specified time and date due, in conformance with the additions and revision listed herein.

### Questions and Responses:

1. What firm is currently providing the health plan consulting services outlined in the RFP?  
Aon Hewitt.
2. How long has the current firm provided consulting services?  
Five years.
3. What is the annual compensation for the current consultant and how is compensation paid (monthly retainer, hourly fee-for-service, or insurance carrier commissions)?  
The current agreement is a fee for service agreement with a "not to exceed" annual of \$80K.
4. Is the County seeking proposals due to purchasing requirements or is the County seeking to replace the current consultant?  
Purchasing requirements.
5. Seeing that the County is self-funded, which actuarial firm is utilized, and would you like to continue using their services?

FINANCIAL MANAGEMENT -- PURCHASING DIVISION  
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205  
PHONE: 941.749.3014 \* FAX: 941.749.3034  
[www.myanatee.org](http://www.myanatee.org)

The County currently uses Aon Hewitt to provide our actuarial projections and experience and Bolton Partners to provide our GASB liability. This RFP is exploring the consulting services that include the projection and experience.

6. Does the County currently have an electronic enrollment system? If so, is it a system built in-house or purchased? If purchased, what is the system and what is the current annual cost?

Yes. It is purchased through a vendor, Empliant, and the annual cost is approximately \$100K. It includes the custom-built software for our annual qualifying events process in addition to traditional enrollment and eligibility services.

7. Who is the current broker/consultant?

Aon Hewitt.

8. What is the current annual broker/consultant compensation?

The current agreement is a fee for service agreement with a "not to exceed" annual of \$80K.

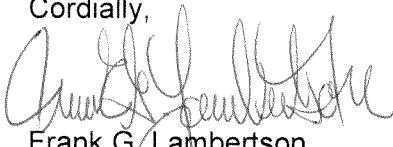
9. Is a copy of the standard contract available?

See attached.

No additional questions will be considered after the issuance of this Addendum.

Proposals are to be prepared as instructed in this Request For Proposals and shall be received at Manatee County Purchasing Office, Suite 803, 1112 Manatee Avenue West, Bradenton, Florida, FL 34205 until **4:00 P.M., September 10, 2013**.

Cordially,

  
Frank G. Lambertson  
Contracts Negotiator

**AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES  
EMPLOYEE HEALTH INSURANCE EVALUATION**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **AON CONSULTING, INC.**, hereinafter called the "Consultant," duly authorized to conduct business in the State of Florida, with a campus located at 7650 West Courtney Campbell Causeway, Suite 1000, Tampa, FL 33607.

**WHEREAS**, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ Consultant to render and perform professional services in the manner set forth in this Agreement; and

**WHEREAS**, the County caused a public announcement to be made, distributed and published, requesting proposal (RFP #08-0602FL), for the selection of a provider of professional services in the manner set forth in this Agreement.

**WHEREAS**, this Agreement is the result of competitive negotiation procedures instituted by the County.

**WITNESSETH**

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**ARTICLE 1. SCOPE OF SERVICE**

Consultant covenants and represents to County that Consultant shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

**ARTICLE 2. CONTRACT DOCUMENTS**

Consultant shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Service
- Attachment "B" --- Schedule of Payments
- Attachment "C" --- Special Conditions
- Attachment "D" --- Affidavit of No Conflict

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

**ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS**

Consultant shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Consultant has been advised that no employee of Consultant or employee of the County may authorize any increase in total compensation unless authorized in writing by both parties.

**ARTICLE 4. CONTRACT TERM**

- A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of eight (8) weeks.
- B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

**ARTICLE 5. TERMINATION**

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Consultant upon determining that Consultant has failed to comply with the terms of this Agreement. If Consultant fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Consultant withhold payment until Consultant complies with the conditions or terms. The notice shall specify the manner in which the Consultant has failed to comply with this Agreement.

**ARTICLE 6. NOTICES**

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Consultant:      Aon Consulting, Inc.  
Attn: Jeff Jinks, Vice President  
7650 West Courtney Campbell, Suite 1000  
Tampa, FL 33607

If by hand delivery: Aon Consulting, Inc.  
Attn: Jeff Jinks, Vice President  
7650 West Courtney Campbell, Suite 1000  
Tampa, FL 33607

If mailed to County: Manatee County Government  
Financial Management Department  
Attn: Jim Seuffert, Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

If by hand delivery: Manatee County Government  
Financial Management Department  
Attn: Jim Seuffert, Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

#### **ARTICLE 7. GENERAL CONDITIONS**

A: MAINTENANCE OF RECORDS.

i. Consultant shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Consultant shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Consultant's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Consultant shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Consultant shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Consultant for at least three (3) years after the termination of this Agreement.

- B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Consultant covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Consultant, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C: CONTRACTUAL LIABILITY. The relationship of the Consultant to the County shall be that of an independent Consultant. Nothing herein contained shall be construed as vesting or delegating to the Consultant or any of the officers, employees, personnel, Consultants, or Subconsultants of the Consultant any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Consultant in connection with the Scope of Services or for debts or claims accruing to such parties. Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- D: NON-ASSIGNABILITY. Consultant may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.
- E: Consultant's REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Consultant shall provide the County with a list of representatives authorized to act on behalf of the Consultant.

#### **ARTICLE 8. INDEMNIFICATION**

Consultant shall indemnify, keep and save harmless the County, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the negligent performance of or intentional failure to perform the Scope of Services required by this Agreement or the terms of this Agreement. Consultant shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, Consultant shall, at its own expense, satisfy and discharge the same up to and including an amount equal to the total fees earned or to be earned under the terms of this Agreement. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Consultant, shall in no way

limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Consultant's negligent performance or intentional failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Consultant at the above listed address. Upon receipt of notice, Consultant, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Consultant attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

#### **ARTICLE 9. INSURANCE**

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at the Consultant's sole expense, procure, maintain and keep in force during the period of Consultant's Scope of Services under this Agreement, amounts and types of insurance conforming to the nature and type required. Upon prior, written Agreement by and between Consultant and County, Consultant shall procure additional insurance for a term as may reasonably be requested by the County to protect the County from liability, during any such term. Consultant may also utilize alternative means of indemnifying the County under its commercial general liability arrangement.

Until such time as the specified insurance is no longer required under this Agreement the Consultant shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Consultant shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Consultant for any services provided or for any costs associated with Consultant's Scope of Services for any period of time not covered by the insured required under this Agreement.

## **ARTICLE 10. CONVEANTS OF THE COUNTY**

The County hereby covenants and agrees:

- A. That Dan Schlandt, Deputy County Administrator, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Consultant's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.
- B. The County shall make available at no cost to the Consultant all data relative to the project that is required by the Consultant for the performance of the Scope of Services.
- C. The County shall give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Consultant and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Consultant's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Consultant.

## **ARTICLE 11. COVENANTS OF THE CONSULTANT**

Consultant hereby covenants and agrees:

- A. That Jeff Jinks, Vice President, is hereby appointed as Consultant's Agent with respect to the services to be performed by the Consultant pursuant to this Agreement. The Consultant's Agent shall have the authority without limitation, to make representations on behalf of Consultant, receive information, and interpret and define the needs of Consultant and make decisions pertinent to services covered by the Agreement. Consultant's Agent shall have the right, from time to time, to designate such other employees of Consultant's as they desire, to serve in their absence. Consultant reserves the right to designate a different agent, provided that the County is given written notice thereof.



- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which is not in conflict with this Agreement.
- D. That Consultant shall be responsible for collecting all existing data required for the successful completion of each task.
- E. That Consultant shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. Consultant attests to this via an Affidavit of No Conflict (Attachment "D").
- F. Consultant shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Consultant shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, transportation engineering design, construction and additional services; consultations, investigation and reports and the like, including all other information to be provided to the Consultant by others and necessary for the execution of Consultant's work under the Agreement, as amended. The County shall, however, hold Consultant fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

## **ARTICLE 12. DISPUTE RESOLUTION**

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, Consultant shall submit his claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by County's Contract Manager or the Manatee County Purchasing Manager, constituting a material change in this Agreement will not be final until approved by the Board of County Commissioners. If such dispute involves the percentage of task completed by Consultant,

County shall, as promptly as reasonably possible after resolution of such dispute, forward payment to Consultant of any amount determined to be due and owing.

The services shall be performed by the Consultant to the reasonable satisfaction of the County, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

### **ARTICLE 13. INFORMATION REPORTS**

The Consultant shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

### **ARTICLE 14. LEGAL RESTRAINTS AND LIMITATIONS**

The Consultant acknowledges that the County, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The Consultant agrees that all professional services rendered or performed by the Consultant pursuant to the provisions of this Agreement, as amended, shall be in compliance therewith.

### **ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS**

The Consultant shall not sublet, assign or transfer any work under this Agreement to another consultant or contractor, without the prior written consent of the County.

### **ARTICLE 16. SOLICITATION OF CONTRACT**

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such

fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**ARTICLE 17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida.

**ARTICLE 18. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

**ARTICLE 21. MISCELLANEOUS**

- A. The Consultant and the County agree that the Consultant, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement, as amended or in the performance of any duties pursuant to this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 22. AMENDMENTS**

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

## **ARTICLE 23. SEVERABILITY**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

## **ARTICLE 24. HEADINGS**

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 25. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have executed this agreement to furnish and deliver the required professional consulting services.

**WITNESSES:**

Sign Name: JR Shamley  
Print Name: JR Shamley  
Sign Name: L. Davis  
Print Name: Luanne Davis

**AON CONSULTING, INC.**

By: [Signature]  
Print Name: JEFF JINKS  
Title: VICE PRESIDENT  
Phone Number: 813-636-3556

**Recommended By:**

Sign: [Signature] 3.10.08  
Dan Schlandt  
Deputy County Administrator

**On behalf of "County"**

COUNTY OF MANATEE, a political Sub-Division of the State of Florida, in accordance with Resolution R-01-36, Section 3, B, (3) Delegated 02/13/2001.

Sign: [Signature]  
for R. C. "Rob" Cuthbert, CPM, CPPO  
Purchasing Manager

**ATTACHMENT "A"**  
**SCOPE OF SERVICE**

**A.01 GENERAL OVERVIEW:**

The purpose of this Scope of Service is to obtain a high level evaluation of the effectiveness of our plan design and approach to management to provide quality and cost-effective health care to employees and dependents that will also minimize long-term health coverage costs for the county and employees.

Prior to initiation of any work discussions will be held with the County Administrator and Deputy County Administrator.

**A.02 SPECIFIC PROJECT TASKS**

**Task 1: Health Plan Review and Benchmarking**

Aon Consulting will gather data on plan utilization and the drivers of healthcare costs to provide a solid understanding of how the plan is performing. Using this input and other survey data, we will provide the County with a comprehensive review of your current program as benchmarked against your industry and selected peer companies in addition to plan design and contribution.

Implementing a full network analysis will enable the County to identify the most cost effective and comprehensive provider for your employees. This approach utilizes several tools including geo-access, fee discount analysis and disruption analysis.

**Task 2: Pharmacy Benefit Plan Review**

Using plan design data and existing contracts, Aon Consulting will review the County's pharmacy plan against best-in-class practices as well as against the County's strategic objectives for the following components:

- Contract Terms
- Plan Design
- Financial Benchmarks
- Performance Guarantees

**Task 3: Data Modeling and Actuarial Review**

The plan's funding, cost sharing, and overall liability will be reviewed and compared to the overall objectives of the plan. Financial benchmarks are used to determine how the plan compares to other plans within the same industry or with the same

demographics. Aon will decipher the financial data and identify trends or spikes that could affect plan costs down-the-road. Ongoing, Aon can use this data as a check-and-balance to assure that the County's goals and objectives are being met.

#### **Task 4: Wellness Program Review**

Aon will assist the County in assessing the success of their wellness program using activity and outcome reports provided by the health promotion/wellness and disease management firms. The wellness programs and corresponding data will be reviewed to determine their effectiveness for the particular client population

## ATTACHMENT "B"

### COMPENSATION/PAYMENTS and SCHEDULE

Consultant will invoice the County \$15,000 per month until the project is paid in full.

Task 1: Health Plan Review and Benchmarking	\$25,000
Task 2: Pharmacy Benefit Plan Review	\$10,000
Task 3: Data Modeling and Actuarial Review	\$15,000
Task 4: Wellness Program Review	<u>\$15,000</u>
TOTAL	\$65,000

### SCHEDULE

Week 1	Meet with County to identify objectives, establish priorities and further define scope, first meeting will be with the County Administrator and Deputy County Administrator.
Week 1-2	Data Gathering includes claims data, plan documentation, policies and procedures.
Week 2-6	Program Review and Benchmarking includes plan design evaluation, network discount analysis, benchmarking, pharmacy program assessment, and wellness program assessment.
Week 7	Formulate preliminary array of findings and recommendations.
Week 7	Meet with County to review preliminary recommendations and obtain feedback.
Week 8	Present final recommendations to County.



## **ATTACHMENT "C"**

### **SPECIAL CONDITIONS**

1. This agreement may be renewed or expanded by the mutual agreement of the parties
2. Compensation payable to Contractor for services rendered and expenditures incurred in providing the services identified in Attachment "A".
3. Compensation to Contractor shall be computed based on actual service units and/or hours performed times unit fee rate.
4. The unit fee rates shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.
5. Contractor shall provide County with invoices not more frequently than once a month for each calendar month in which services are provided.
6. Contractor's invoice shall be in a form acceptable to County, provide specific details with respect to actual service units and/or hours of work incurred and include other such detail as may reasonably be requested by County.
7. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).

EXHIBIT "D"

AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared Jeff Jinks, a principal with full authority to bind Aon Consulting, hereinafter the "Consultant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Consultant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

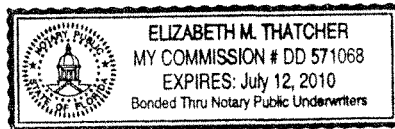
(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

[Handwritten Signature]  
Signature

SUBSCRIBED to and sworn before me this 21<sup>st</sup> day of March, 2008:

Elizabeth M. Thatcher  
Notary Public



My commission expires: 7/12/2010

Personally Known  Or Produced Identification

Type of Identification Produced