



**MEETING AGENDA – Wednesday, April 10<sup>th</sup>, 2019 1:30 PM FloridaWest Economic  
Development Alliance – Board of Director’s Meeting  
Co:Lab, 1<sup>st</sup> Floor Conference Room  
418 W Garden Street - Pensacola, Florida 32502**

- |  |                           |
|--|---------------------------|
| 1. <b>Call to Order</b>                            | Karen Sindel              |
| 2. <b>Meeting publicly noticed (3/29/19)</b>       | Karen Sindel              |
| 3. <b>Public Comment</b>                           | Karen Sindel              |
| 4. <b>Welcome – Ryan Tilley</b>                    | Karen Sindel              |
| 5. <b>Action Items</b>                             | Karen Sindel              |
| a. Approve January 9, 2019 Minutes                 | Karen Sindel              |
| b. Approval of March 19, 2019 Minutes              | Karen Sindel              |
| c. Approval of March 2019 Financials               | Scott Luth                |
| d. Proposed New FloridaWest Board Meeting Schedule | Scott Luth                |
| e. Approval of CEDA Employee Manual                | Scott Luth/Melissa Stoker |
| 6. <b>Discussion Items</b>                         |                           |
| a. ED Project Updates                              | Scott Luth                |
| i. Cybersecurity Implementation Update             |                           |
| ii. Co:Lab   |                           |
| iii. Business Development                          |                           |
| iv. Marketing                                      |                           |
| v. Workforce                                       |                           |
| vi. Triumph/Legislative Updates                    |                           |
| b. ED Calendar Review                              | Scott Luth                |
| c. Other Business                                  |                           |
| i. FloridaWest Bylaw Review Update                 | Margaret Stopp            |
| ii. Membership                                     | Scott Luth                |
| iii. RFP Committee                                 | Scott Luth                |
| • IT Services                                      |                           |
| • Legal Services                                   |                           |
| 7. <b>Adjourn</b>                                  | Karen Sindel              |

Next Meeting: Wednesday, May 8<sup>th</sup> 1:30 pm

**Fiscal Year Meeting Schedule**

Wednesday, June 12<sup>th</sup> 1:30 pm

Wednesday, July 10<sup>th</sup> 1:30 pm

Wednesday, August 14<sup>th</sup> 1:30 pm

Wednesday, September 11<sup>th</sup> 1:30 pm



**MINUTES – January 9<sup>th</sup>, 2019 1:30 PM**  
**FloridaWest Economic Development Alliance – Board of Director's Meeting**  
**Co: Lab- 418 W Garden Street - 3rd Floor Conference Room**

**Members Present:** Donnie McMahon, Jim Waite, Tim Haag, Rebecca Ferguson, Karen Sindel, Verdell Hawkins

**Associate Members Present:** Jonathan Tucker

**Staff Present:** Melissa Stoker, Danita Andrews, Sena Maddison, Patrick Rooney, Clancy Bambrick, Bob David, Margaret Stopp

**Members/Associate Members Not Present:** Bonita Player, Lewis Bear

**Staff Not Present:** Scott Luth

**Public Citizens Present:** Brian Wyer, Tim Eagen, Sydney Fowler

1. **Call to Order:** The meeting was called to order by Donnie McMahon at 1:28 PM
2. **Public Notice:** This meeting was publicly noticed on December 20<sup>th</sup>, 2018
3. **Public Comment:** Donnie McMahon asked if there was any public comment. There were none.
4. **Action Items**
  - a. **Approve December 12<sup>th</sup>, 2018 Meeting Minutes:**

Karen Sindel motioned to approve.  
Jim Waite seconded.  
Approved unanimously.
  - b. **Approve December 2018 Financials:**

Jim Waite motioned to approve.  
Karen Sindel seconded.  
Approved unanimously.
5. **Discussion Items:**
  - a. **Bluffs Update:** Mark Waterhouse and Bill Fredrick presented on Phase 2 Market Analysis of the Bluffs.
  - b. **FloridaWest Office Space:** Melissa Stoker and Karen Sindel provided an update on where we are in the process. A final decision is expected in the next week or two.
  - c. **ED Project Updates:**
    - i. **Cybersecurity Implementation Update:** Bob David provided an update on the progress with Cybersecurity Planning Meeting Group. We had our second meeting on December 14th with both private and public sector folks as well as military/government and academia. We had a good turnout given the variety of sectors represented and the holidays. We have achieved our original goal of engaging the initial stakeholders. We are now working to validate the originals goals and reevaluate if adjustments are necessary. The Strategic Implementation Plan is laid out over the next several months with the next meeting scheduled for January 18th.
    - ii. **Co:Lab:** Patrick Rooney provided an update as the Interim Director of Entrepreneurship for Co:Lab. We are at 81% occupancy. The first floor data is included in the report. The renovations are slated to finish up this

month. Karen Sindel requested expanded information on the success of tenants exiting Co:Lab. As the first floor is available for tenants, we are working to market the space. Start Up Weekend is February 8-10 in Pensacola. Board participation is desired for mentors, judges, etc. Interested parties please reach out to Patrick Rooney or Clancy Bambrick. Co:Lab has several potential clients in the pipelines. Patrick Rooney is working to review policies, procedures, etc. and explore opportunities for improvement as well as reviewing rate structure. Clancy Bambrick provided an update on the three potential viable tenants up for selection committee, which will be addressed within the next week or two. In big wins, a current tenant has added several new staff. Also, Vivid Bridge has doubled in size adding 5 additional employees to the original 5. PSC provided us with a lot of furniture from a building they were preparing to demolition. We were able to get quite a bit of furniture for the first floor at no cost. We are looking for additional furniture including a refrigerator, chairs, desks, etc. If you are aware of available furniture, we have still a need for those additional items. Tim Haag suggested a letter of thanks from the Chairman to PSC.

- iii. **Business Development:** Danita Andrews reviewed the monthly Business Development report. We are working with 6 existing and 11 potential new companies. We hosted Project Nemo last month, which is a small manufacturing project. Since meeting with them on December 2nd, they have come back to us requesting a look at smaller spaces. Project Mastermind is a large aviation component and MRO operations globally, and we are working with our FGNW partners to explore several different options. We are partnering with Santa Rosa County to go after this potential partner. There is also a meeting scheduled this afternoon for additional manufacturing opportunities to export product.
- iv. **Marketing/Workforce:** The rough draft of our report card is included with today's Board packet. This will be used for reporting to elected officials and is in alignment with our Strategic Plan. We are looking for feedback. Rebecca Ferguson requested all our partners be listed. Karen Sindel requested our mission be bolded. Rebecca Ferguson also suggested to include our website. Donnie McMahon requested it be a bit larger font. Several board members want to ensure jobs created are listed. Tim Haag suggested including successful Co:Lab graduates. The press release for the new Director of Workforce Innovation will be sent out after this Board meeting.

**d. ED Calendar Review:** Sena Maddison provided an update on the rolling calendar of events.

**e. Other Business:**

- i. **Membership:** Donnie McMahon recapped a recent visit with a company in Mobile. There are three other visits in the works as well.
- ii. **Local Marketing:** Karen Sindel shared an update on the report card. She also updated the Board on the First Place Partners elected officials event that has been postponed for the time being. Karen Sindel requested guidance on who you would like us to reach out to next. Donnie McMahon suggested making the rotary circuit again. Karen and Sena will work together to get that addressed. We will be presenting to City Council and County Commissioners coming up soon. Tim Haag and Donnie McMahon indicated a continued interest in a presentation to ECUA. Jim Waite stated that they have been meeting one on one with the various partners. The ECUA meeting schedule has changed for this calendar year. Sena Maddison will coordinate with Tim Haag to get

something scheduled. A presentation on the Bluffs will be conducted first with a follow up update on FloridaWest to our stakeholders.

- iii. Workforce Development: Jeff Dyer has accepted the position of Director of Workforce Innovation and will start with FloridaWest on January 14th. The press release and a copy of his resume are included in the Board packet today.
- iv. PEDC Bylaw Review Update: Donnie McMahon requested a thorough review by the Board Members for input. Margaret Stopp reviewed the highlights of the changes. Board Members are requested to provide input to Margaret Stopp within the next week so that we can vote at the February meeting.
- v. Employee Handbook Review: Employment practice liability covered by Landrum? How much does it cost us? Is there a reporting form? What happens if Landrum dumps us? Please clarify "co-employer". Request Bill Cleary from LandrumHR join us at the next Board meeting.
- vi. Sena Maddison stepped out while Brian Wyer introduced himself as representation on the Mayoral Transition Team for Economic Development. Brian has three public input meetings scheduled and requested feedback to pass along to the Mayor. He is looking for fresh perspectives and unheard opinions. Donnie McMahon suggested more transparent information on LOST funding and a push for infrastructure at the port. Jim Waite suggested more city council involvement in meetings. Sena Maddison returned to the meeting upon Brian Wyer's departure.
- vii. Tim Haag requested discussion about social media comments implying the use of Triumph funds for Hurricane Michael recovery. The understanding was that Triumph was established in legislation with rules on how it is to be used. The state may get to decide how to use the \$500M received of the \$5B.
- viii. Sena Maddison will send our thanks to Senator Rick Scott for the \$10M for ST Aerospace Hangars 2-4.

6. **Adjourn:** The board adjourned at 3:21 pm by Donnie McMahon.

**The next FloridaWest Board of Director's Meeting will take place on February 13<sup>th</sup>, 2019 at 1:30pm.**

**Respectfully Submitted By:**

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**Rebecca Ferguson, Secretary/Treasurer**  
**FloridaWest EDA**





## **PENSACOLA-ESCAMBIA PROMOTION & DEVELOPMENT COMMISSION/FLORIDAWEST**

**March 19<sup>th</sup>, 2019 10:00 am**

**Co:Lab, 1<sup>st</sup> Floor Conference Room, Suite 103**

**418 W Garden Street**

**Pensacola, Florida**

**PEDC Members Present:** Chairman Lewis Bear Jr, Vice Chair Clorissti Johnson, Secretary/Treasurer Dave Hoxeng, Commissioner Jeff Bergosh, Mayor Henry Hawkins, Commissioner Steven Barry, Councilman PC Wu (via teleconference)

**Absent Members:** Adam Principe, Councilwoman Sherri Myers

**FloridaWest Member Present:** President Donnie McMahon, Vice President Karen Sindel, Secretary/Treasurer Rebecca Ferguson, Jim Waite, Lewis Bear Jr., Tim Haag

**Absent Members:** Bonita Player, Verdell Hawkins, Jonathan Tucker

**Staff:** Attorney Richard Sherrill, Attorney Margaret Stopp, Scott Luth, Melissa Stoker, Sena Maddison, Patrick Rooney

**Guests:** Dottie Dubouson, Sydney Fowler, Andrea Moore, John Hutchinson, Dr. Rick Harper, Dave Murzin, Ron Helms, Michael Wolf

1. **Call to Order:** The meeting was called to order by Chairman Lewis Bear and President Donnie McMahon at 10:00 am. A moment of silence was taken for Mr. Brice Harris, who passed away over the weekend.
2. **Public Notice:** This meeting was publicly noticed for both PEDC and FloridaWest on February 25<sup>th</sup>, 2019.
3. **Public Comment:** Chairman Lewis Bear Jr. requested public comment. Dottie Dubouson thanked both boards for the work that is done on behalf of the community.
4. **Action Items**
  - a. **Bluffs RFP Acceptance:** Only one response was received for each RFP advertised. Cindy Anderson for the Project Manager RFP and Baskerville Donovan for the Engineering Services RFP. PEDC staff requested a motion from the board to accept the proposals and direct staff to negotiate a contract for service to be brought back to the board for review and approval.  
Vice President Clorissti Johnson motioned.  
Commissioner Jeff Bergosh seconded.  
Passed unanimously.
5. **Discussion Items**
  - a. **Triumph Update – Rick Harper:** Triumph is monitoring the legislative session. There is hope there will be a hurricane funding bill passed to support the impacted counties which will be separate funding from Triumph. Representation to serve on the Triumph board from Escambia County is hopefully going to be announced soon. The ST Engineering project is applauded as a great opportunity for the city, county and region. Another Triumph meeting is expected before the legislative session is over during the last week of April with the Pensacola MRO project on the agenda. Dave Hoxeng asked for a projection of how project funding might look like a year from now. Rick Harper indicated that Escambia and Santa Rosa

counties hold over half of the population in the region impacted by the oil spill. A reasonable person would expect to see more projects coming from Escambia and Santa Rosa counties.

- b. Current Statutory Requests Update - Sydney Fowler:** The PEDC request for the Bluffs was referred to the transportation and tourism sub-committee but was not on the agenda because there were a limited amount of infrastructure projects heard because of the Hurricane Michael projects. If the Bluffs project is funded this year, it will have to be included in the Senate appropriations. House Bill 1067 (PEDC Change in Membership Structure) was referred to the local, federal, and veterans affairs committee. It was being heard today at 4 pm. Once it is passed there, it will be heard in the state affairs committee. It will then be presented on the floor, where it is expected to pass. Commissioner Bergosh indicated that there were some language changes made. He asked for clarification on where that change came from. Scott Luth stated that the change/tweak was made when it went for bill writing. The language still allows us to achieve the goal we are trying to accomplish. Scott Luth asked Sydney if there is a list of local bills that did pass. Sydney Fowler indicated that she would get us a list. Dave Hoxeng asked how we look in the Senate for the Bluffs funding. Scott Luth shared that he is working with Senator Broxson, but there is no update at this time. There isn't a strong indication if it will pass or not at this stage.
- c. Budget Request Status to City and County:** Scott Luth reviewed the status of the budget requests to the city and county. Commissioner Barry indicated that the County Commission would likely approve an increase if the City is also asked to split the commitment. Commissioner Bergosh reiterated Commissioner Barry's statement. Councilman Wu wanted to thank Commissioner Bergosh and Barry for their support on the airport project. With the funding received to date, there is a strong ROI to work on behalf of the community every day to support economic development as well as bring jobs to the community on a regular basis. Donnie McMahon asked about accessing the Governor's Growth Funds. Scott Luth stated that if the funds are made available again, we will be looking at that to apply for again. David Murzin reported that: The Florida House budget phases out Visit Florida, no Enterprise Florida funding, and the \$75M infrastructure funding was also cut out. Dave Hoxeng stated that if letters of support for State Economic Development programs will help, he proposed that they should do it. He asked who he should send these letters to. Lewis Bear shared that the letters of support should be sent to the Senate, our Representatives, and the Governor. Scott Luth will put together letters of support. Addresses for contacts in Tallahassee will be shared with the board members as well.

The economic development budget request will also be shared with the board. Efforts are being made to assess the entrepreneurial environment within Escambia County. Scott Luth is in discussions with other key players in the area to explore what other like communities are doing and begin discussions on where we want to go or if we want to continue as is.

Aviation Roundtable last week had over 40 attendees. We are thankful to our hosts, ST Engineering, and extremely pleased with the participation of that event.

Cybersecurity meetings are producing between 20-30 companies to discuss how we are going to evolve. We are going to collectively discuss at the April 3<sup>rd</sup> meeting where we want to focus our efforts for Pensacola and Escambia County in regards to Cybersecurity. Scott Luth and Lewis Bear discussed the cornerstone asset of UWF Center for Cybersecurity. They have been represented at every meeting and continue to be a vital partner.

Jeff Dyer has jumped in with both feet on Workforce Development. There is a press release reflecting the award from CAEL IDN. FloridaWest was the applicant as they were specifically looking for economic development organizations.

- d. **What Can You Do Video Update:** Sena Maddison shared information on the upcoming Skills USA event. Sena also shared plans for an ongoing video project to build support for positivity for Economic Development. The PSA is aimed at drawing attention to the positive aspects of Economic Development, the great direction we are headed as a city and county. There will be requests for support and participation for the commercial and social media initiative. This is to lay the groundwork for the bigger summer project. Commissioner Barry volunteered to provide support from the County. Assets at the county level are attainable. The board meets again on the 4<sup>th</sup>.
- e. **City Project Updates:** Councilman Wu shared that Mayor Robinson is working with the City and County to get the funding to build the additional hangars at ST Engineering. Efforts at the airport are going well with additional flights being added regularly. We fly more passengers at PNS than any other airport around. We fly two times more than Mobile and FWB combined. Rebecca Ferguson echoed Councilman Wu's sentiments. She also shared that the Port proposal will be shared during the March 25<sup>th</sup> agenda conference. They will relay the final results of the port study.
- f. **County Project Updates:** Commissioner Bergosh spoke on OLF8. We have now swapped deeds with the Navy and developed a compromised RFP document that will guide the development of the site in collaboration with NFCU. We are still in the running for the Triumph grant, but we will also entertain the idea of mixed-use development. Commissioner Barry stated that the majority of the board supports high wage jobs for the development and reinforced the point that the commission will ultimately get to approve the final contents of the site. April 1<sup>st</sup> at 1 pm at OLF8 is the ribbon cutting. Mayor Hawkins indicated that the City of Century is still struggling. Tim Haag shared that ECUA Executive Director announced his retirement. One of the operational issues ECUA is recently challenged with is recyclables. ECUA has had success in marketing recyclables in the past but the market has changed. A decision on the replacement for the executive director is expected to take 3-5 months. The attorney replacement search is also ongoing. Donnie McMahon publicly thanked ECUA and past staff for being a wonderful partner on the Bluffs MOU. Lewis Bear Jr. shared that SpaceFlorida has expressed interest in doing something with us and has been to the area recently. It's encouraging to see a statewide agency interested in investing in this part of the state.
- g. **Business Development Update:** Scott Luth opened the floor to John Hutchinson to speak on behalf of First Place Partners. John indicated that membership is open for those looking to join. Scott Luth shared that there is an interested party in the Bluffs, which would be our first major announcement. We are hearing encouraging discussions about potentially expanding Corry Station. We are seeing missions grow and money being spent. The economy overall seems to be doing well. Locally, everything seems to be trending in a positive manner. Dave Hoxeng shared that Navy and Marines are being sent back to Corry instead of Ft Mead and Ft Gordon. Corry is now having an issue with housing. There may be some significant capital investment to address the challenges.

**6. Other Business & Closing Comments: PEDC**

**7. Other Business & Closing Comments: FloridaWest**

Chairman Lewis Bear Jr. and President Donnie McMahon asked if there was any other business. There was none.

Both Chairman Lewis Bear Jr and President Donnie McMahon shared their appreciation for participation from all involved in today's meeting.

Chairman Lewis Bear and President Donnie McMahon adjourned the meeting at 11:51 am.

**The next PEDC Board of Director's Meeting date is Tuesday, April 16<sup>th</sup> at 10 am.**

**The next FloridaWest Board of Director's Meeting date is Wednesday, April 10<sup>th</sup> at 1:30 pm.**

Respectfully Submitted By:

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Dave Hoxeng, Secretary-Treasurer  
Pensacola-Escambia Promotion & Development Commission

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Rebecca Ferguson, Secretary-Treasurer  
FloridaWest Economic Development Alliance

**FloridaWest (CEDA)**  
**Profit & Loss Budget Performance**  
October 2018 through March 2019

	Oct '18 - Mar 19	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4200 · Associate Membership Dues	5,000.00	40,000.00	-35,000.00	12.5%
4000 · Membership Dues	100,000.00	280,000.00	-180,000.00	35.71%
4410 · Non-Dues Income	44,772.32	50,000.00	-5,227.68	89.55%
4420 · Government Income	75,000.00	150,000.00	-75,000.00	50.0%
4430 · PEDC	300,000.00	650,000.00	-350,000.00	46.15%
4500 · CIE - Rent	45,102.08	179,000.00	-133,897.92	25.2%
4512 · Miscellaneous Income	0.00	1,000.00	-1,000.00	0.0%
<b>Total Income</b>	<b>569,874.40</b>	<b>1,350,000.00</b>	<b>-780,125.60</b>	<b>42.21%</b>
<b>Gross Profit</b>	<b>569,874.40</b>	<b>1,350,000.00</b>	<b>-780,125.60</b>	<b>42.21%</b>
<b>Expense</b>				
5005 · Bank & Credit Card Fees	214.64	1,000.00	-785.36	21.46%
5060 · Marketing, Adv & Promo/Investor	73,233.26	125,000.00	-51,766.74	58.59%
5066 · Database/Research	14,375.00	20,000.00	-5,625.00	71.88%
5100 · Audit Expense	21,700.00	35,000.00	-13,300.00	62.0%
5105 · Legal Fees	4,620.00	10,000.00	-5,380.00	46.2%
5120 · Auto Travel	3,924.87	15,000.00	-11,075.13	26.17%
5140 · Business Travel	22,476.66	60,000.00	-37,523.34	37.46%
5190 · Depreciation Expense	0.00	15,000.00	-15,000.00	0.0%
5200 · Dues & Subscriptions	6,025.02	10,000.00	-3,974.98	60.25%
5310 · Insur-D&O/Liab/Umbrella/EPLI	4,001.78	6,000.00	-1,998.22	66.7%
5410 · Maint & Repair- Computers	10,816.21	15,000.00	-4,183.79	72.11%
5440 · Meeting Expense	1,080.18	2,500.00	-1,419.82	43.21%
5500 · CoLab Expenses	25,956.30	148,000.00	-122,043.70	17.54%
5559 · Workforce Marketing	4,682.09	20,000.00	-15,317.91	23.41%
5600 · Miscellaneous Expense	109.25	1,000.00	-890.75	10.93%
5610 · Postage	577.86	500.00	77.86	115.57%
5680 · High Growth Companies	672.94	20,000.00	-19,327.06	3.37%
57000 · Employee Wages & Benefits	314,705.78	785,000.00	-470,294.22	40.09%
5800 · Supplies	2,049.68	2,000.00	49.68	102.48%
5915 · Telephone	1,544.46	3,000.00	-1,455.54	51.48%
5925 · Cell Phones	4,352.00	6,000.00	-1,648.00	72.53%
5954 · Copier Expense	682.66	2,000.00	-1,317.34	34.13%
5980 · Rent Expense	22,733.17	48,000.00	-25,266.83	47.36%
<b>Total Expense</b>	<b>540,533.81</b>	<b>1,350,000.00</b>	<b>-809,466.19</b>	<b>40.04%</b>
<b>Net Income</b>	<b>29,340.59</b>	<b>0.00</b>	<b>29,340.59</b>	<b>100.0%</b>

**FloridaWest (CEDA)**  
**Balance Sheet**  
As of March 31, 2019

	<u>Mar 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 · Checking- Private Hancock -363	472,605.67
1010 · Checking - Public Hancock- 355	53,989.38
Total Checking/Savings	526,595.05
Accounts Receivable	
11000 · Accounts Receivable	81,966.76
Total Accounts Receivable	81,966.76
Total Current Assets	608,561.81
<b>Fixed Assets</b>	
1750 · Construction in Progress	70,732.68
1702 · Accum Depr-Leasehold Improvemen	-4,070.00
1655 · Leasehold Improvements	61,050.00
1600 · Furniture and Fixtures	42,086.60
1650 · Computers	28,454.59
1700 · Accum Depreciation Computers	-7,798.31
1701 · Accum Depreciation Furn & Fix	-8,447.41
Total Fixed Assets	182,008.15
<b>Other Assets</b>	
1800 · Security Deposit	1,000.00
Total Other Assets	1,000.00
<b>TOTAL ASSETS</b>	<b>791,569.96</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 · Account Payable	1,308.77
Total Accounts Payable	1,308.77
Other Current Liabilities	
2300 · Other Payables	
2350 · Christmas Club Payable	3,950.00
Total 2300 · Other Payables	3,950.00
2400 · Payroll Liabilities	3,677.00
Total Other Current Liabilities	7,627.00
Total Current Liabilities	8,935.77
Total Liabilities	8,935.77
<b>Equity</b>	
3200 · Unrestricted Net Assets	753,293.60
Net Income	29,340.59
Total Equity	782,634.19
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>791,569.96</b>

# **Community Economic Development Association of Pensacola and Escambia County, Inc. (“CEDA”).**

**(DBA: FloridaWest EDA)**

**Supplement to Landrum Professional  
Employee Handbook**

**(Revised 11/17/2018)**

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**Bookmark not defined.**

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Supplement to Landrum Professional Employee Handbook Agreement

## **WELCOME & INTRODUCTION**

We are pleased to have you join us on the FloridaWest/CEDA team. This handbook has been prepared to serve as a guide for the effective and efficient operation of the Community Economic Development Association of Pensacola and Escambia County, Inc, also known as FloridaWest. The Community Economic Development Association of Pensacola and Escambia County, Inc. may be referred to as: the CEDA, FloridaWest the company, or the organization. Any of these titles include the Community Economic Development Association of Pensacola and Escambia County, Inc. for purposes of this employee handbook.

Knowledge of our organization is essential to good performance of your regularly and specially assigned tasks. Study this handbook now, but from time to time, refresh your memory on certain procedures and practices of the organization.

Any deviation from the established pattern of operation will be permitted only on the authority of the President of the Board. Furthermore, the policies and procedures set forth in this manual are to be advisory only and are not to be interpreted as a contract for employment or any benefit provided therein.

CEDA possesses the sole right to operate and manage the affairs of the organization. CEDA reserves the right to amend/update this personnel policy handbook at any time. Employees will be notified of any changes through written announcements, training classes, or departmental meetings. This handbook does not cover all possible situations that may arise during the course of employment, and the organization reserves the right to take required management actions appropriate for the situation; including complying with local, state, and/or federal law.

Should any of the provisions of these Employment Policies and Procedures be determined to be contrary to federal, state, or local law, the remaining provisions of these Employee Policies and Procedures will remain in full force and effect.

To the extent that any law provides additional or different benefits or rights to employees, the provisions of these Employee Policies and Procedures will be deemed to include those statements of law.

Nothing in this handbook is intended to create, and cannot be construed as creating, an express or implied contract of employment or to guarantee a term of employment, compensation, or benefits. This handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Because CEDA is a growing and changing organizations, it reserves full discretion to add to, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time, without advance notice. For this reason, we urge you to check with your supervisor or the CEO to obtain current information regarding the status of any particular policy, procedure, or practice.

This handbook is the property of CEDA, and it is intended for your personal use and reference as an associate of CEDA. Please sign the acknowledgement form at the back of this handbook and return it to the Operations Manager. This will provide CEDA with a record that you received the handbook.

### **CEDA Purpose**

The purpose of CEDA is to promote industry and commerce, enhance the business climate and stimulate economic prosperity, support workforce development, promote community development, and encourage political action. CEDA will strive to accomplish the greatest good for the greatest number of people in Pensacola, Escambia County, and Northwest Florida. CEDA shall observe all local, state and federal laws that apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue Code. The

duration of the corporation is perpetual unless dissolved according to law.

CEDA is not organized for the pecuniary gain or profit of, and neither the net earnings nor any part of the net earnings is distributable to, its members, directors, officers, or other private persons except as specifically permitted under the provisions of the Florida Not for Profit Corporation Act.

It is intended that the corporation have the status of a corporation that is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and an organization described in Section 501(c)(6) of the Code. These Articles must be construed accordingly, and all powers and activities of the corporation are limited accordingly.

### **Policy Statement**

This **employee handbook** does not cover all possible situations that may arise during the course of employment, and the organization reserves the right to take required management actions appropriate for the situation; including complying with local, state, and/or federal law.

Should any of the provisions of these Employment Policies and Procedures be determined to be contrary to federal, state, or local law, the remaining provisions of these Employee Policies and Procedures will remain in full force and effect.

To the extent that any law provides additional or different benefits or rights to employees, the provisions of these Employee Policies and Procedures will be deemed to include those statements of law.

### **Mission Statement**

CEDA will focus on wealth creation for Escambia County – Supporting businesses that produce a product or service in the region and sell it elsewhere, thereby bringing revenues in to our community.

CEDA will primarily work to increase capital investment and high wage jobs by attracting new businesses, retaining and expanding existing businesses and helping new business grow.

### **Equal Employment Opportunity**

CEDA is an equal employment opportunity employer and is committed to its policy of nondiscrimination and equal opportunity for all applicants and employees. CEDA does not discriminate on the basis of race, color, religion, gender/sex, sexual orientation, national origin, age, veteran's status, marital status, or any other legally protected status. CEDA's policy of providing equal employment opportunities to applicants and employees applies to all employment related decisions. Employment related decisions are those decisions that directly relate to the employment relationship, including recruiting, hiring, compensating, training, evaluating, promoting, and disciplining employees. CEDA makes those decisions based on job-related factors, such as qualifications, experience, performance and availability.

## **EMPLOYMENT INFORMATION**

### **Employment Status**

A full-time employee is defined as working a minimum of 30 hours per week on a continuous basis. A part-time employee is defined as working fewer than 30 hours per week on a continuous basis. All employees, unless operating under a written employment contract, are considered to be at-will employees. This means that either the employee or the employer can discontinue the employment arrangement at any time for any reason not prohibited by law. All new hires will work under a 90-day probationary period, after which a determination of continued employment will be made.

## The First 90 Days

CEDA recruits carefully and believes that it is hiring the best associate for each position. It is, however, to both CEDA and the associate's advantage to have an initial period of employment in which the associate has time to appraise CEDA and job content, and CEDA has a similar opportunity to appraise the new associate's job performance. Thus, each new associate must satisfactorily complete an introductory period of 90 days measured from his or her initial date of employment. At the successful completion of the 90-day introductory period, the associate becomes a regular associate. The employment "at will" policy remains in effect after the introductory period has been completed.

## Performance Appraisals

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Typically, each employee's immediate supervisor will conduct a formal written performance evaluation annually. This evaluation will be conducted in person with each of the supervisor's subordinates. Each appraisal should focus on feedback on job performance, areas of success, and areas where improvement is needed. Reaching individual, departmental, as well as organizational goals will be a part of the performance review. Employees will be allowed to provide a written comment during the appraisal process with their feedback. Refusal to sign a performance appraisal will not keep the appraisal from being filed.

Incentives for reaching established performance measurements may be awarded from time to time, based on budgetary consideration and Board approval. Salary determinations are separate from the appraisals and rely heavily on job descriptions, specific responsibilities, and available funds.

## Merit Pay Adjustments

The CEDA award merit-based pay adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by a formal performance evaluation process and available funds.

## Work Hours

Normal office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. The typical work week for all full-time employees is forty (40) hours per week.

The organization reserves the right to adjust and change hours of work, days of work and schedules to fulfill its responsibility to members and partners. In an emergency, previously scheduled hours of work, days of work and work arrangements may be altered at the discretion of management. Changes in work schedules will be announced as far in advance as practical.

Occasionally, it may be necessary for non-exempt and hourly employees to work overtime hours or hours outside of the typical work day. Any hours worked outside of the typical workday should be coordinated with that employee's supervisor. It is at the discretion of the supervisor whether, or not, an employee's schedule will be modified in order to avoid overtime hours or whether to allow the employee to work overtime. If an employee anticipates working more than forty (40) hours in a given work week, he or she must obtain prior approval from their supervisor.

If a non-exempt employee works more than 40 hours in an established work week, then the employee will be paid one and one-half times (1½) his/her hourly rate for any hours over 40. In computing hours for overtime purposes, the employee must physically work more than 40 hours to be eligible for overtime calculations. Leave of any nature is NOT considered in overtime calculations in accordance with the Fair Labor Standards Act.

## Attendance

Associates are expected to:

1. Report to work on time, observing the time limits for rest and lunch periods, and obtaining approval to leave work early; and
2. Notifying the supervisor in advance of anticipated tardiness or absence.

## Breaks

Minimal breaks are allowed and should not be excessive or lengthy. Lunch breaks, if taken, should be taken in the middle of the day.

A kitchen area is maintained for the convenience of the employees, including use of the refrigerator. Employees are responsible for cleaning up after themselves and their guests.

## Office Access

CEDA provides associates with parking directly outside of its building. CEDA is not responsible for any vehicle that is damaged or stolen while parked on the premises.

Keys to appropriate building doors and access codes to the building's alarm system will be provided to all approved employees.

## Dress Code

General Guidelines:

CEDA aspired to maintain a comfortable, professional, and relaxed working environment. Employees are expected to dress professionally and use moderation and good judgment in choosing dress, hairstyles and accessories. Clothing and accessories should be clean, pressed and in good repair. Hair should be a natural color and be neat and professional in appearance and style. No gauge earrings are allowed.

The following specific guidelines will apply:

- Professional business attire is required, especially on event days or for meetings.
- Dresses and skirts must be business length, no shorter than 1-2" above the top of the knee cap.
- Footwear must be professional in appearance.

Appropriate Attire Includes Items Such As:

- Traditional Suits/Shirt and Ties
- Polo Shirts with Collars
- Oxford Shirts without a tie
- Blazers/Sports Jackets
- Casual Pants
- Casual Dresses/Skirts
- Jeans – Fridays or with Supervisor Approval
- Denim Apparel – Fridays
- Tennis Shoes – Fridays

- Pantsuits
- Blouses
- Sweaters/Cardigans
- Boating/Deck Shoes
- Loafers
- Dress Shoes
- Chino's or Dockers type trousers
- Solid Colored Leggings worn under a dress, skirt, or long tunic

Inappropriate Attire Includes Items Such As:

- Athletic Attire
- T-Shirts
- Midriff or Cut-Out Shirts
- Tube, Tank, Halter Tops
- Bib Overalls
- Beach Shoes/Flip Flops
- Sweat Suits/Jogging Suits
- See-through clothing
- Spandex
- Clothing with Tears, Patches, Holes
- Shorts

The CEO and/or Directors, will, at his/her sole discretion, determine whether an employee's dress code and personal appearance is acceptable. Non-compliant employees will be sent home to comply with the dress code and appearance guidelines. Employees seeking an exception to any of the policies on dress code and personal appearance should contact the CEO and/or Directors.

### **Business-Casual Friday Guidelines**

Business-casual day is each Friday. Participation in casual day is voluntary for all staff; however, if you have a meeting or event, please refer to the regular dress code guidelines (above). The following specific guidelines will apply:

- CEDA logo shirts or similar style shirts are permitted.
- Khaki-style slacks, skirts and jeans are permitted.
- Shorts are **not** permitted **unless prior approval is given by the CEO.**

## **EMPLOYEE BENEFITS**

### **Insurance Coverage**

Landrum HR's experienced benefits specialists and independent agents can assist you in obtaining cost-effective coverage. The CEDA may participate in the cost of providing such coverage as an additional benefit of employment, although certain restrictions may apply. Detailed benefit information will be provided upon hiring. Changes to benefits will be made at the employer's discretion and will be communicated appropriately.

### **401(K) Retirement Plan**

The CEDA offers a 401(K) retirement plan for all employees who have been employed by the CEDA for at least ninety (90) days and meet other eligibility requirements. The CEDA may participate with employer matching as an additional benefit of employment, although certain restrictions may apply.

### **Technology Assets**

For certain positions, assets, such as smart phones, tablets, laptops, etc. may be issued. Employees who receive these assets must sign the appropriate agreement/inventory forms and adhere to the corresponding policies. Company assets are for business purposes only and not for personal benefit; therefore, use of assets for personal use is prohibited. All assets are to be returned upon separation of employment.

### **Holidays**

Paid holidays for CEDA employees are as follows:

New Year's Eve	Independence Day	Christmas Eve
New Year's Day	Labor Day	Christmas Day
Martin Luther King, Jr. Day	Veterans Day	"Floating" Holiday
Good Friday	Thanksgiving Day	
Memorial Day	Day After Thanksgiving	

As a general matter, if a holiday falls on a Saturday, it will be observed on the preceding Friday; if the holiday falls on a Sunday, it will be observed the following Monday.

### **Personal Time Off (PTO) Policy**

The organization has designated a combination vacation and sick-leave policy known as the Personal Time Off (PTO) Plan. This plan is applicable to all full-time employees. Part-time employees will earn

proportionate leave based upon the hours they normally work.

PTO hours accrue according to the following table for full-time employees:

Years of Service*	Hours per Pay Period	Hours per Year
0 to less than 5	6.77	176 (22 days)
5 to less than 10	8.31	216 (27 days)
10 or more years	9.85	256 (32 days)

PTO hours accrue according to the following table for part-time employees:

Years of Service*	Hour/Per Hour Worked	Hours per Year
0 to less than 5	0.0846	176 (22 days)
5 to less than 10	0.1038	216 (27 days)
10 or more years	0.1231	256 (32 days)

*\*Employment anniversary date will be used to determine accrual schedule.*

PTO may be used at the employee's option, after supervisor approval, for vacation, personal or family illness, appointments, or extra holiday time.

Employees must use PTO for all absences, including partial-day absences. Unpaid leave may not be utilized when an employee has available PTO hours, except the minimal provision for extended leave. Employees may accrue, but may not use, PTO during their probationary period.

Except in emergencies, use of PTO should be coordinated with and approved by department supervisors to ensure that department operations and coworkers are not adversely affected.

Leave may not be taken in increments longer than ten (10) days at a time, except in extraordinary circumstances with authorization from the President.

PTO will not be taken in excess of the amount of time accrued; in other words, an employee's PTO account cannot ever have a negative balance. If an employee has an adequate amount of PTO on file at the time a request is made but no longer has an adequate amount of PTO on file at the time PTO is to be taken, the employee may not take the time off work, except with approval from the CEO. This PTO policy does not affect any right an employee may have under any law.

### Carryover of PTO

Carryover of PTO (from calendar year to calendar year) will be based on a carryover date of January 1<sup>st</sup> and will be limited to 320 hours.

Upon discontinuation of employment, employees who have been employed for at least one year may be paid for any unused PTO, up to the maximum hours indicated in the table below. Any employee with a negative PTO balance (which may only occur as a result of CEO's approval) will have the negative balance deducted from their final paycheck.

Years of Service*	Maximum PTO Payout
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0 to less than 5	80 hours
5 to less than 10	120 hours
10 or more years	160 hours

*\*Employment anniversary date will be used to determine maximum PTO payout.*

### **Bereavement Leave**

Employees will be allowed reasonable time off (up to five days) with pay in cases of death in the immediate family. Immediate family is understood to include: spouses, parents, step-parents, grandparents, siblings, step-siblings, half-siblings, children, step-children, grandchildren, fathers- and mothers-in-law, brothers- and sisters-in-law, and sons- and daughters-in-law. For bereavement leave that does not fall under one of these family member categories, paid vacation time may be taken; otherwise it will be considered an unpaid absence.

### **Volunteer Time Off**

In an effort to encourage our employees to give back to the community in which we live and serve, the CEDA is pleased to provide paid time off for our employees who volunteer their time and service to an approved local non-profit 501(c)(3) organization. Organizations will be approved based on their mission and how it directly relates to the betterment of the Greater Pensacola area. Volunteer time off will be approved based on the nature of involvement with the approved organization and the amount of time needed, i.e., serving on the Board of Directors of an approved organization or volunteering for a one-time approved event.

To be eligible for volunteer time off, employees must be full-time, actively at work, and must receive advance approval from the President. Approval for paid volunteer time will be granted on a case-by-case basis by the President. Volunteer service must be non-paid by the non-profit organization; volunteer hours specifically supporting partisan political groups are not eligible; and the event or service must directly benefit the Greater Pensacola community.

Volunteer time is not accrued, has no cash value and will not be paid upon termination of employment. Volunteer time, like other paid time off, is not work time and will not count towards overtime. Volunteer time for this purpose will only be considered when it coincides with the regular work schedule; employees who volunteer their time in any capacity after work hours are encouraged to do so, but are not subject to approval under this policy.

## **Leaves of Absence**

### **Civil and Military Responsibilities**

Please refer to the Landrum Employee Handbook for policy information, which follows the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

### **Extended Leaves of Absence**

Extended Leaves of Absence may be available to employees in times of prolonged illness, sudden injury, or following the birth or adoption of a child. For this type of leave, employees will be allowed up to eight (8) weeks of time off, comprised of PTO (when available) and unpaid time off, for employees who have completed at least one (1) year of service. Depending on business need, employees in good standing with less than one (1) year of service may be granted an Extended Leave of Absence at their supervisor's discretion. Leaves of absence longer than eight (8) weeks may be granted on a case-by-case basis with supervisor approval.

During an approved Extended Leave of Absence, accrued PTO hours should be used first, before allowing the use of unpaid time. Depending on business need, an exception may be granted by the CEO with the approval of the board. An employee using extended leave may elect to save up to five (5) days of PTO for any future emergencies, at his or her discretion. Accruals will continue during the time that PTO is used; once the employee enters into unpaid time, accruals will cease.

In the event that an employee does not return to work after an Extended Leave of Absence, PTO accrued during the leave will not be paid out.

To ensure projects are completed timely, employees on extended leave may work up to ten (10) hours per week, at their discretion, with both doctor's approval and supervisor's approval.

### Health Insurance Coverage During Leaves of Absence

Any employee who has previously been participating in an organization-sponsored health insurance plan upon taking an Extended Leave of Absence will become temporarily ineligible for the sponsored plan and will thus become eligible for COBRA Continuation Coverage. If those employees elect COBRA coverage, and that coverage remains in place until they return to work on a full-time basis, their sponsored insurance plan may be reinstated the first day of the month following their return. If the employee returns to work on a part-time basis, they may continue COBRA coverage until such time as the COBRA period is exhausted or they become eligible for reinstatement of the sponsored plan. If they do not elect COBRA coverage and thus have a break in coverage during their Leave of Absence, they must re-qualify for benefits as if they were newly hired employees upon their return. Receipt of PTO wages while on leave does not preclude an employee from being eligible for COBRA coverage.

The organization will reimburse up to two months of individual COBRA premiums paid by an employee during an Extended Leave of Absence when the following conditions have been met:

- The employee has returned to work on a full-time basis for a minimum of 90 days following his or her leave.
- The employee submits proof of COBRA expenses paid.

### Jury Duty

Employees will be granted leave with pay for witness or jury duty. Employees are also permitted to retain the allowance for services from the court for such service. To qualify for jury or witness duty leave, employees must submit to their supervisor a copy of the summons or other relevant court-related paperwork as early as possible upon receipt thereof. In addition, proof of service must be submitted to their supervisor when the employee's period of jury or witness duty is completed.

### Inclement Weather

In exceptional circumstances beyond the employee's control, such as weather-causing hazardous conditions, the employee is required to contact his or her supervisor for instructions regarding job assignments for that particular work day. However, if the conditions are too hazardous for him/her to

get to work safely, he or she will immediately contact their supervisor. Regardless of the situation, an employee is expected to give management proper notice if he or she is unable to report for work. Typically, the organization will follow the Escambia and Santa Rosa County school system inclement weather closure policy.

## **EMPLOYMENT POLICIES**

### **Payroll**

Employees are paid by check or direct deposit bi-weekly. All employees must submit an online timecard through the Landrum Professional *XactTime* Portal as directed by supervision.

### **Payroll Deductions**

Associate pay does not always represent the full amount of earnings because of required deductions. As an example, federal withholding tax (income tax) from earnings is deducted and remitted to the U.S. Treasury. Credit is received for it on income taxes at the end of the year. The associate's earnings and the number of dependents determine the tax deduction amount. Each year associates are provided a W-2 showing taxable earnings for the year and the amounts of taxes withheld. Associates are responsible for the proper completion of their W-4 forms.

Deductions for Social Security also come out of paychecks at the rate established by law. This rate changes frequently based on Congressional action.

Associate benefits are also deducted through payroll.

### **SHOULD YOU FIND AN ERROR IN YOUR PAY**

We take every precaution to avoid errors in your paycheck. If an error does occur, notify your supervisor, who will obtain the correct information for you and determine if an adjustment is in order. If an error is found, you will receive an adjustment on the next regular payday.

### **Staff Meetings**

Management staff meetings, full-staff meetings, and department meetings will be scheduled as necessary. Attendance at such meetings is mandatory unless otherwise approved by your supervisor.

## **Safety Rules and Procedures**

### **Accidents**

All accidents involving personal injury, however minor they may be, which occur on the job or while involved in job-related activities, should be reported immediately to the employee's supervisor. To help ensure the safety and well-being of staff and visitors, the following safety rules and procedures are to be followed as a guideline:

### **Safety Awareness**

- Report all accidents or incidents to your supervisor as soon as possible.
- Take personal responsibility for safety in your area.
- Protect your back when lifting, pushing, pulling or carrying. Get help when necessary.
- Use protective clothing, gear and practices as appropriate.
- Prevent slips, trips and falls to the extent possible.
- Report any unsafe conditions immediately and vacate the area as deemed necessary.
- Do not attempt to repair equipment that is not working properly; i.e. elevator, air or heating systems, or any electrical system or malfunction.

- If it is necessary for you to work late, it is our preference that you not work alone or after daylight hours.
- When you know you will be working late, move your car under a light and closer to the door. If you are concerned about leaving unescorted, please call the Pensacola Police at (850) 595-1214.
- Vehicle Safety. When on official travel, using your own vehicle or a rental vehicle, ensure you comply with all traffic laws and regulations of the states in which you will travel, including carrying a current driver's license and fastening seat belts. If a call or text message must be made or answered while driving on job-related business, the use of "hands-free" cell phone equipment is required. The employee is responsible for immediately notifying his or her supervisor of any accidents while driving a vehicle on organization business.

Refer to the Crisis Management Plan for information on procedures for external threats and natural disasters. For Worker's Compensation issues, please refer to Landrum's employee handbook.

## Employee Business Code of Conduct

### Ethics Policy

CEDA Associates are expected to maintain the highest ethical and legal standards. The intent of this policy is that each associate will conduct him/herself with integrity, comply with all applicable laws and regulations, and avoid any circumstances that would cast doubt on an associate's ability to act with total objectivity and in CEDA's best interest.

The following is a summary of CEDA's policy with respect to (1) gifts, favors, entertainment and payments given or received by CEDA associates and (2) actual or potential conflicts of interest.

### Gifts, Entertainment, and Favors

It is policy to prohibit employees from accepting entertainment, gifts, or personal favors with a value greater than \$50 without approval of CEO. Employees are prohibited from accepting kickbacks or secret commissions of any kind.

### Conflicts of Interest

Associates should avoid any situation that involves or may involve a conflict between their personal interest and the best interests of CEDA. It is expected that all associates will use good judgment, high ethical standards and honesty in all business dealings. A conflict of interest is any circumstance that could cast doubt on your ability to act totally objectively regarding CEDA's interests, or any circumstance that benefits the associate to the detriment of CEDA. This includes potential conflicts arising from activities of a spouse, immediate family member or other person with whom an associate may have a personal relationship. Any actions or interests that create even the appearance of conflict or impropriety fall within this policy and must be avoided.

### Guidelines for Appropriate Conduct

An employee of the organization is expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct and exhibit a high degree of personal integrity at all times. This not only involves a sincere respect for the rights and feelings of others, but also demands that both while at work and in their personal lives, employees refrain from behavior that might be harmful to the employees, co-workers, the citizens and/or the organization.

Whether an employee is on-duty or off-duty, his or her conduct reflects on the organization. An employee should observe the highest standards of professionalism at all times.

Types of behavior and conduct that the organization considers inappropriate include, but are not limited to, the following:

1. Violating any company nondiscrimination and/or harassment policy.
  2. Soliciting or accepting gratuities.
  3. Excessive absenteeism or tardiness.
  4. Excessive, unnecessary or unauthorized use or abuse of company property or the property of other employees.
  5. Reporting to work intoxicated or under the influence of non-prescribed drugs or participating in the illegal manufacturing, possession, use, sale, distribution or transportation of drugs.
  6. Buying or using alcoholic beverages while on company property or using alcoholic beverages while engaged in company business, except when authorized.
  7. Fighting or using obscene, abusive, or threatening language or gestures.
  8. Theft of property from co-workers, citizens, or the company.
  9. Disregarding safety or security regulations.
  10. Neglect or carelessness resulting in damage to company property or equipment.
  11. Dishonesty or falsification of records, including reimbursements, expenditures, CEDA purchases, travel and entertainment expenses, and applications for employment.
  12. Insubordination or refusal to carry out reasonable directives of vice presidents or supervisor
  13. Improper disclosure of confidential organizational information.
- Whether or not to drink alcoholic beverages is entirely a personal decision. No employee is expected to drink, nor is employment conditional upon your decision to drink alcoholic beverages while entertaining for business purposes. In all situations, an employee's conduct when consuming alcoholic beverages is solely his/her responsibility. CEDA is not in a position to alter the consequences, legal or otherwise, of irresponsible alcohol consumption. All employees must ensure that their performance at work and their judgment are not impaired by alcohol. It is unacceptable for employees to report to work or perform their job impaired or intoxicated by alcohol. If an employee chooses to drink alcohol on approved occasions while conducting company business, he or she is expected to do so responsibly. As representatives of CEDA, employees are expected to set a positive example. An employee's decision to drink alcoholic beverages at a CEDA related function includes an obligation to get home safely. It is every employee's responsibility to be sure he or she is able to drive safely. If there are any doubts, arrange alternative transportation.

Job responsibilities frequently require employees to entertain guests, distributors and customers. If an employee chooses to drink alcohol on these approved occasions while conducting company business, he or she is expected to do so responsibly and adhere to the Guidelines for Appropriate Conduct. CEDA reserves the right to test employees where there is reasonable suspicion surrounding their ability to perform their job responsibilities due to being impaired by alcohol. In all cases, CEDA will bear all costs associated with testing. Employees must submit to testing when scheduled by CEDA. All information received regarding an alcohol testing will be maintained on a confidential basis. Except as otherwise provided in the policy, any employee who violate this policy or the spirit of this policy shall be subject to disciplinary action up to and including discharge. In the event that this policy shall conflict with any state or federal laws or regulations, only the provision in conflict shall be modified to comply with the law or regulations.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory and in violation of either of the above-referenced items or any other CEDA policies, rules or regulations, an employee will be subject to disciplinary action up to and including termination.

## Drug and Alcohol Testing

CEDA will follow Landrum HR's Drug and Alcohol – Free Workplace Policy.

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Landrum Professional and your jobsite employer's property, and to ensure efficient operations, Landrum Professional has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Landrum Professional.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on jobsite employer or Landrum Professional premises, while on jobsite employer or Landrum Professional business (whether or not on jobsite employer or Landrum Professional premises) or while representing your jobsite employer is strictly prohibited. Employees also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when allowed by state protocol or agency or the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Your jobsite employer may or may not allow legal and responsible drinking of alcohol at business meetings and related social outings. You must consult with your jobsite employer on this issue.

Many state laws permit the testing of injured workers by licensed laboratories for the presence of any or all drugs and alcohol in the employee after a work-related accident. In this regard, it is a condition of employment at Landrum Professional and your jobsite employer that employees refrain from taking drugs that have not been prescribed to you or in a manner other than as prescribed to you.

If you refuse or fail to timely submit to a test for drugs and alcohol, you may be surrendering your eligibility for medical and compensation benefits under the workers' compensation laws or other state laws as applicable.

Violation of this policy may result in disciplinary action, up to and including discharge, or ineligibility for hire or rehire.

Landrum Professional and your jobsite employer maintain a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any person, including themselves.

## Organizational Funds and Other Assets

Employees must follow the prescribed procedures for recording, handling and protecting money as detailed in the financial policies and procedures. Strict standards are imposed to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and dishonesty, they should immediately advise their supervisor.

When an employee spends organizational funds or incurs any reimbursable personal expenses, that individual must use good judgment on the organization's behalf to ensure that good value is received for all expenditures. Please refer to the "Expense & Travel Policy" in the financial policy documents for specific guidelines and restrictions.

CEDA funds and all other assets of either are for business purposes only and not to be used for personal benefit.

## Records and Communications

Accurate and reliable records of many kinds are necessary to meet the organizations' legal and financial obligations and to manage the affairs of the organization.

Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False or misleading expense, attendance, production, financial, or similar reports and statements.
- False or misleading advertising, deceptive marketing practices, or other misleading representations.

## External Communications

All employees must make every effort to achieve complete, accurate, and timely communications—responding promptly and courteously to all proper requests for information and to all complaints. Any and all mass communications in any form (e.g., news media interviews, directional/advertising signage, bulk mailing, radio/TV ads, billboards, mass emails, posting to social media sites on behalf of the CEDA or your role at the CEDA, etc.), including those intended to be sent to the organization's members, prospective members, investors or stakeholders, must be approved by the organization CEO.

## Disciplinary Protocol

It is policy to take a progressive approach to disciplinary action when an employee engages in any practice that is unlawful or inconsistent with policies or acts that reflect adversely on the organization. This progressive approach allows the employee the opportunity to improve his or her behavior in order to meet the expectations of the organization. The organization retains the right to take disciplinary action, up to and including termination of employment, with or without prior caution or warning.

Ongoing and/or serious performance issues may be considered a discipline matter and are managed separately from the regular performance appraisal protocol. Examples of actions that warrant disciplinary action are listed above in the *Guidelines for Appropriate Conduct* Section.

**Job Performance – Associates may be disciplined for poor job performance, including but not limited to:**

1. Below-average work quality or quantity.
2. Poor attitude (for example, rudeness or lack of cooperation).
3. Excessive absenteeism, tardiness, or abuse of break and lunch privileges.
4. Failure to follow instructions or Company procedures.
5. Failure to follow established safety regulations.

**Misconduct – Associates may be disciplined for misconduct, including but not limited to the following:**

1. Insubordination.
2. Dishonesty.
3. Theft.
4. Discourtesy.
5. Misusing or destroying Company property or the property of another on company premises.
6. Violating conflict of interest rules.
7. Disclosing or using confidential or proprietary information without authorization.
8. Falsifying or altering Company records, including the application for employment.
9. Interfering with the work performance of others.

10. Altercations.
11. Harassing, including sexually harassing, others.
12. Being under the influence of, manufacturing, dispensing, distributing, using, or possessing illegal or controlled substances on Company property or while conducting Company business.
13. Being intoxicated (look for language).
14. Gambling on Company premises or while conducting Company business.
15. Sleeping on the job or leaving the job without authorization.
16. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of CEDA, its associates, property, etc.
17. Failing to report to CEDA, within 5 days, any conviction under any criminal drug statute for a violation occurring in the workplace.
18. Refusing to submit to testing for drugs and/or alcohol.

### Progressive Discipline Procedure

Associate discipline will normally be progressive with each step more severe in an attempt to remedy the associate's behavior. The progression of disciplinary action is as follows:

First Offense → Oral Warning and Corrective Interview

Second Offense → Written Reprimand and Corrective Interview

Third Offense → Suspension

Fourth Offense → Termination

All disciplinary actions, including verbal warnings, should be documented. CEDA reserves the right to proceed directly to a written warning or to terminate for misconduct or performance deficiency, without resort to prior disciplinary steps, when CEDA deems such action appropriate.

### Harassment, Discrimination, and Dispute Resolution

Please refer to Landrum's Employee Handbook for policy information.

### Conflict of Interest

Employees should not affiliate with any organization that may create a conflict of interest (real or perceived) with the organization.

### Business Referrals

Because there are many firms that are in competition with each other that support the CEDA, our policy is not to make specific recommendations regarding products or services. The best policy is to give the names of several partners of the particular line in question.

It should be made clear to the inquirer that our provision of names does in no way constitute a recommendation. Recommendations are not furnished regarding the moral or financial standing of individuals or firms. It is not considered the function of the organization to serve as an employment agency, nor does it assume responsibility for securing sales or other representation for either local or out-of-town concerns.

### Anti-Nepotism

Family members of existing employees are not eligible for employment. For purposes of the anti-nepotism policy, the term "family members" includes the following: spouses, parents, step-parents, grandparents, siblings, step-siblings, half-siblings, children, step-children, grandchildren, fathers- and mothers-in-law, brothers- and sisters-in-law, and sons- and daughters-in-law.



## Smoking

CEDA promotes a tobacco free environment. It is policy to maintain a smoke-free environment within the building. Employees are required to use discretion when taking smoke breaks during work hours (avoiding entranceways, etc.). All employees must refrain from smoking while in attendance at organization-sponsored events, **on Landrum HR, jobsite employer and jobsite employer client premises, and in all Landrum HR and jobsite employer vehicles.**

## Change of Address

If an employee changes his or her home address or telephone number, the employee must notify management of this change (within 10 days of the change) so that personnel files may be kept current. This is important in case the organization must contact an employee in an emergency situation or to mail the employee any information the employee will need. Also, if there is any change in the employee's marital status or numbers of dependents, the employee should ensure their insurance coverage and tax withholding is accurate.

## Expense and Travel

Please refer to the Finance Policies.

## Intellectual Property

The organization owns the rights to any intellectual property that has been made, designed, discovered, or created by members of staff, temporary/contract employees, interns, etc., in the course of their employment and which required significant use of the organization's resources (including its facilities, equipment, and non-salary funding) in connection with the development.

The organization may retain ownership of the intellectual property but give sole license to the developer(s) upon request. This arrangement must be furnished in written format, acknowledged by all parties involved, and approved.

Alternately, should the organization wish to release all ownership rights of intellectual property, it may transfer ownership to the developer, with Board approval. This arrangement must be furnished in written format and acknowledged by all parties involved. In this case, the organization retains the right to a non-exclusive, non-transferrable, irrevocable, royalty-free, worldwide license on the intellectual property for research and educational purposes.

## Electronic Communications

To remain competitive, better serve our customers, and give our talented workforce the best tools to do their jobs, the CEDA continue to adopt and make use of new means of communication and information exchange. This means that many of our employees have access to one or more forms of electronic media and services, including computers, e-mail, phones, voicemail, fax machines, external electronic bulletin boards, wire services, on-line services, and the Internet.

Employees are encouraged in the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the company are company property and their purpose is to facilitate and support company business.

This policy cannot lay down rules to cover every possible situation. Instead, it is designed to express the organization's philosophy and set forth general principles employees should apply when using electronic media and services. The following procedures apply to all electronic media and services that are:

- Accessed on or from company premises.
- Accessed using company computer equipment or via company-purchased access methods and assets.
- Used in a manner that identifies the individual with the company.

### Access to Employee Communications

Employees should not have any expectation of privacy with respect to messages or files sent, received, or stored on the CEDA's e-mail system. E-mail messages and files, like other types of correspondence and documents, can be accessed and read by authorized employees or individuals outside the company.

Authorized access to employee e-mail by other employees or outside individuals includes, but is not limited to, the following:

- Access by the systems administration staff during the course of system maintenance or administration.
- Access approved by the employee, the employee's supervisor, or the President when there is a business reason to access the employee's mailbox - for example, if an employee is absent from the office and the supervisor has reason to believe that information relevant to the day's business is located in the employee's mailbox.
- Access approved by the employee's supervisor, Landrum or the President when there is reason to believe the employee is using e-mail in violation of policies.
- Access in response to the organization's receipt of a public records request, court order or request from law enforcement officials for disclosure of an employee's e-mail messages.

E-mail should not be used to communicate sensitive or confidential information. Employees should anticipate that an e-mail message might be disclosed to or read by individuals other than the intended recipients(s), as messages can be easily forwarded to other individuals. In addition, while the organization endeavors to maintain the reliability of its e-mail system, employees should be aware that a variety of human and system errors have the potential to cause inadvertent or accidental disclosures or loss of e-mail messages, including those in draft form.

### Passwords

Each user accesses the computer system by means of a login name and password.

- Passwords are intended to keep unauthorized individuals from accessing messages stored on the system. From a systems perspective and from the perspective of an e-mail recipient, passwords also establish the identity of the person sending an e-mail message. The failure to keep sufficient passwords confidential can allow unauthorized individuals to read, modify, or delete e-mail messages; circulate e-mail forgeries; and download or manipulate files on other systems.
- The practice of using passwords should not lead employees to expect privacy with respect to messages sent or received.
- Employees are prohibited from disclosing their login name or password, or those of any other employee, to anyone who is not an employee of the organization. Employees also should not disclose their login or password to other employees, except when necessary. Employees should change their password as soon as possible after the need has been resolved.

### Personal Use

The organization allows incidental personal use of its e-mail system subject to the following conditions

and restrictions:

- Personal use must be infrequent and must not
  - Involve any prohibited activity.
  - Interfere with the productivity of the employee or his or her co-workers.
  - Consume system resources or storage capacity on an ongoing basis (for example: audio or visual download files that use bandwidth).
  - Involve large file transfers or otherwise deplete system resources available for business purposes.
  - Using e-mail to participate in any news group, mailing list, bulletin board, or other type of discussion forum that is not job-related is not incidental personal use and is strictly prohibited.

### Prohibited Activities

Employees are strictly prohibited from sending communications or otherwise using the system concerning any of the following activities:

- Engage in illegal, fraudulent, or malicious activities.
- Engage in activities on behalf of organizations with no professional or business affiliation with the CEDA.
- Send or store offensive, obscene, or defamatory material.
- Annoy or harass other individuals.
- Send uninvited e-mail of a personal nature.
- Use another individual's account or identity without explicit authorization.
- Attempt to test, circumvent, or defeat security or auditing systems, without prior authorization.
- Permit any unauthorized individual to access the organization's e-mail system.
- Distribute or store chain letters, jokes, solicitations or offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.

### Confidential Information

All employees are expected and required to protect trade secrets and other confidential information. Trade secrets or confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive the information. Employees must exercise greater care when transmitting trade secrets using e-mail than with other communication means because e-mail makes it easier to redistribute or misdirect trade secrets to unauthorized individuals.

Employees are also required to use e-mail in a way that respects the confidential and proprietary information of others. Employees are prohibited from copying or distributing copyrighted material - for example, software, database files, documentation, or articles - using the e-mail system.

E-mail is an inappropriate method of communicating certain types of confidential information. Employees should consult their supervisor and the IT service provider before e-mailing highly sensitive or confidential information.

### Encryption

Encrypting e-mail messages or attached files sent, stored, or received on the e-mail system is prohibited except where explicitly authorized. Employees are prohibited from using or installing any encryption software without prior permission from the IT service provider. Employees with a business need to encrypt messages should submit a written request to the IT service provider with a copy sent to their

supervisor.

### Participation in Online Forums

Employees should remember that any messages or information sent on organizational provided facilities to one or more individuals via an electronic network (such as Internet mailing lists, bulletin boards, and on-line services) are statements identifiable and attributable to the organization.

The organization recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area. Employees should include the following disclaimer in all of their postings to public forums:

*"The views, opinions, and judgments expressed in this message are solely those of the author. The message contents have not been reviewed or approved by the CEDA."*

Employees should note that, even with a disclaimer, a connection with the organization exists and a statement could be imputed legally to the organization. Therefore, employees should not rely on disclaimers as a way of insulating the organization from the comments and opinions they contribute to forums. Instead, employees must limit their discussion to matters of fact and avoid expressing opinions while using the organization's systems or an organizational provided account. **(Refer to the prior section on External Communications.)**

### Updates

Employees are responsible for updating their systems when the system prompts them with an automatic update. If there are problems, contact the organization's designated IT service provider. For routine system-wide updates, the IT service provider will carry out/install/perform.

### Technical Support

If employees require technical support for their computer system, they should call one of the designated IT service provider liaison employees. The designated employee will then make a determination as to whether to contact the IT service provider with a formal request for service.

### Communication Violations

Employees violating the communication policy are subject to discipline, up to and including termination. Employees using the e-mail system for defamatory, illegal, or fraudulent purposes and employees who break into unauthorized areas of the computer system are subject to civil liability and criminal prosecution.

### Personal Devices

Subject to the following terms and conditions, the organization will permit Personal Devices to access the Organization Network:

- By receiving access to the Company Network with a Personal Device, the employee agrees to be subject to and comply with all applicable company rules, regulations, and policies; including the security and other usage guidelines set forth in the Electronic Communications section.
- The company reserves the right to modify all such rules, regulations and policies from time to time in its sole discretion. In addition, as a condition to receiving access to the Company Network, the employee will consent to these the terms by signing the Employee Handbook Agreement.
- By receiving access to the Company Network, the employee grants to the company the right to

access the Device with or without notice to investigate, review, delete, remote wipe Company data, and/or remote kill and disable the Device at any time for any reason. The company will not be liable for the loss of any Personal data arising from such actions by the company.

- The employee will immediately notify the company should they believe that his or her Device has been lost, stolen or otherwise compromised so that company may take appropriate actions to safeguard company data and the Company Network.
- If the company suspects a security breach related to a Personal Device, it may, with or without notice, take any and all actions deemed appropriate to secure company data and the Company Network, including, but not limited to, disconnecting the Device from the network and remote wiping company data and/or remote killing or disabling the Device.

DRAFT

**Community Economic Development  
Association of Pensacola and Escambia  
County, Inc. (“CEDA”).**

**Supplement to Landrum Professional  
Employee Handbook  
AGREEMENT**

I, \_\_\_\_\_, agree to comply with the supplement to  
Landrum Professional Employee Handbook, and I fully understand that violation of the rules  
outlined in this manual could result in disciplinary action or termination of employment.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## BUSINESS DEVELOPMENT REPORT

Year to Date

**October 1, 2018 – April 5, 2019**

**DANITA ANDREWS**  
Director of Business Development



## YEAR TO DATE BUSINESS DEVELOPMENT SUMMARY

Total Pipeline	26
Active Projects	16
Existing	5
New	11
Site Visits	8
Business Retention Visits	29

## Pipeline by Sector



Manufacturing 58%



Aviation/Aerospace 19%



Warehouse/Distribution 12%



Headquarters 4%



Business Services 4%



Marine MRO 4%

### Economic Development Pipeline - Project Rating

Indicates individual project rating/status with varied location decision factors and highly competitive environment:

- (1) Inquiry/Suspect - initial or early stage of activity (example: response for proposal (RFP), presentation of potential site/buildings, demographics, customized package supporting client's needs)
- (2) Prospect - client actively engaged (example: site visit, narrowing location options/short-listed)
- (3) Project - regular client interaction (example: multiple visits, site or building identified, or incentive process initiated)
- (4) Imminent - client decision forthcoming (example: moving toward incentive application approval and local support)
- (5) Announced - project approved, client location formally public



## Economic Development Pipeline

Project Code	# Jobs	Industry Sector	Status	Space Required	Lead	Project Rating
A08312016_WD	5	Warehouse/Distribution	Active	150,000	Direct	3
B12282016_MFG	35	Manufacturing	Active	60,000	Direct	4
A02202017_MFG	20	Manufacturing	Active	0	Direct	3
T07172017_AAM	1325	Aviation	Active	200,000	Direct	4
F10012017_BSVC	5	Business Services	On Hold	20,000	Direct	3
V10302017_MFG	75	Manufacturing	Inactive	60,000	Direct	2
G01/02/2018_WD	30	Warehouse/Distribution	Active	100,000	Direct	4
I02052018_MFG	75	Manufacturing	Active	155,000	Direct	3
D02202018_AAM	30	Aviation	Active	173,000	Direct	3
H004012018_MFG	140	Manufacturing	Inactive	200,000	Direct	2
A04162018_MFG	50	Manufacturing	Active	30 AC	Consultant	3
E07112018_MFG	20	Manufacturing	Active	200,000	Direct	2
V07132018_HQ	24	Headquarters	Active	10,000	Direct	2
A10232108_WD	45	Warehouse/Distribution	Active	100 AC	FGNW	2
B08102018_MRO	30	MRO	Active	TBD	Direct	2
M09182018_AAM	265	Aviation	Active	TBD	FGNW	3
F09242018_MFG	15	Manufacturing	Active	20 Acres	FGNW	1
C10022018_AAM	16	Aviation	Active	30,000	EFI	1
E10/04/2018_AAM	60	Aviation	Active	85,000	FGNW	1
S10052018_MFG	15	Manufacturing	Active	20 Acres	FGNW	1
L10152018_MFG	12	Manufacturing	On Hold	40,000	Direct	2
H10172019_MFG	10	Manufacturing	Active	20,000	Direct	2
N101918_MFG	45	Manufacturing	Inactive	10,000	FGNW	2
S03112019_MFG	30	Manufacturing	Active	30,000	FGNW	1
C02252019_MFG	70	Manufacturing	Active	100,000	Direct	2
S03142019_MFG	250	Manufacturing	Active	50,000	Local Realtor	2
# Jobs	2,697		Total SF	1,693,000		

### LEAD SOURCE:

Enterprise Florida, Inc. (1)  
 Florida's Great Northwest (7)  
 Site Consultant (1)  
 Direct (16)  
 Local Realtor (1)

### TYPE:

Existing ☒  
 New ☐

### STATUS:

Active (21)  
 Inactive (3)  
 Hold (2)  
 Dead  
 Announced

### RATING:

1 Inquiry/Suspect  
 2 Prospect  
 3 Project  
 4 Imminent  
 5 Announced

## Total Request For Proposal (RFP) by Sector 10



Manufacturing 60%



Aviation/Aerospace 30%



Warehouse/Distribution 10%

## YTD Prospect/Project Site Visits 8

Project ID	Status	Visits
M09182018_AAM	ACTIVE	Sept. 18, Nov.13, Dec. 19, 2018
L10152018_MFG	ACTIVE	Oct. 18, 2018
N101918_MFG	ACTIVE	Dec. 2, 2018
A10232108_WD	ACTIVE	Jan. 22, 2019
I02052018_MFG	ACTIVE	Mar. 4, 2019, Mar. 27, 2019
S03142019_MFG	ACTIVE	April 4, 2019

## Total Active Projects 16

11 Recruitment

5 Expansions

2290 JOBS



Manufacturing 56%



Aviation/Aerospace 19%



Warehouse/Distribution 19%



Marine MRO 6%

## Business Retention-Expansion 29 Visits

### Existing Industry Visits 2018-2019

Date	Visit	# Employees	Sector
10/23/18	Vivid Bridge	5	Business Services
11/02/18	IHMC	100	R&D
11/06/18	Ascend Performance Materials	888	Manufacturing
11/09/18	Custom Control	50	Manufacturing
12/07/18	Bell Steel	85	Manufacturing
10/1/18 - 12/30/18	Co-Lab - 15 Existing Business Visi	31	Technology, Business Services
01/10/19	Swan Neck Winery	3	Manufacturing
01/11/19	Griffin & Associates	2	Business Services
03/12/19	Reliance AeroTech	6	Business Services
03/13/19	ST Engineering	150	Aviation
03/14/19	National Flight Academy	25	Manufacturing
03/19/19	Pall Corporation	240	Manufacturing
03/19/19	Navy Federal CU	7445	Financial Services
03/20/19	Offshore Inland	30	MMRO
04/02/19	Armstrong World Industries	245	Manufacturing

## Business Development & Site Consultant Missions

10/22/2018	ST Aerospace Corporate Visit, Singapore
11/01/2018	Team Florida Partners Blue Angels Homecoming, Pensacola
11/05/2018	Aviation Forum, Hamburg
12/05/2018	Economix, Consultant Connect, Nashville
02/26/2019	FGNW Partners Consultant Mission, New Jersey/New York
03/24/2019	Annual Site Selectors Guild, Salt Lake City

# 2019

## April

Date	Time	Event	Details
April 17-18		<b>Gulf Power Economic Symposium</b>	Sandestin Golf& Beach Resort
April 22 -23	12:30 -5:00 pm	<b>Filming for Engagement Videos</b>	Vivid Bridge Studion Co:lab
24-Apr	7:30 am	<b>What's Up Chat: Mayor Robinson</b>	Clark Partington -- 125 East Intendencia Str
25-Apr	5:30 - 8:30 pm	<b>Pensacola Young Professionals Annual Dinner</b> <a href="http://pensacolapyp.com">pensacolapyp.com</a>	Palafox House 196 Palafox St.
27-Apr	6:30 - 10:00 pm	<b>Gulf Coast Annual Community Awards</b> <b>Gulf Coast Minority Chamber of Commerce</b> <a href="https://gcmcc.info/event-3272377">https://gcmcc.info/event-3272377</a>	Brownsville Community Center
29-Apr	9:30 am	<b>Triumph Gulf Coast Board Meeting</b>	Okaloosa County Commission Chamber

## May

May 6-11		<b>International Economic Development Week</b>	
8-May	1:30 pm 4:00 -- 6:00	<b>FloridaWest Board of Directors Meeting</b> <b>Co:Lab Open House</b>	Co:Lab 1st Floor Conference Room
21-May		<b>PEDC Board Meeting</b>	Co:Lab 1st Floor Conference Room



**BYLAWS**  
**COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION**  
**OF PENSACOLA AND ESCAMBIA COUNTY, INC.**

**ARTICLE I**  
**Name and Location**

The name of the corporation is the Community Economic Development Association of Pensacola and Escambia County, Inc., doing business as FloridaWest, FloridaWest Economic Development Association, and FloridaWest EDA (“CEDAFloridaWest”), and its principal place of business will be in Escambia County, Florida. The office location may be moved from time to time but must remain in Escambia County, Florida.

**ARTICLE II**  
**Purpose**

The purpose of CEDA-FloridaWest is to promote industry and commerce, enhance the business climate and stimulate economic prosperity, support workforce development, promote community development, and encourage political action. CEDA-FloridaWest will strive to accomplish the greatest good for the greatest number of people in Pensacola, Escambia County, and Northwest Florida. CEDA-FloridaWest shall observe all local, state and federal laws that apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue Code.

**ARTICLE III**  
**Members~~hip~~ and Investors**

Section 1. Members. An entity or person interested in the development of this region and who desires to preserve and promote the objectives of CEDA-FloridaWest may become a voting Member upon an annual payment to be determined by the Board of Directors annually before the beginning of each Fiscal Year. A Member remains in good standing upon payment of annual assessments determined by the Board of Directors of CEDA-FloridaWest; provided, however, that annual payments from governmental entities will be credited to CEDA-FloridaWest upon receipt.

(1) Applications for membership must be in writing to CEDA-FloridaWest.

(2) Membership must be approved by the Board of Directors.

(3) Resignations must be in writing to CEDA-FloridaWest.

(4) Each Member in good standing ~~is entitled to one vote and~~ qualifies for consideration as a Director. Entities must provide to CEDA-FloridaWest the name of the person designated to ~~vote-serve on the Board~~ on behalf of the entity if the entity chooses to be represented on the Board. Governmental entities may become Members upon payment of the annual payments. Appointment of persons as the designated Member by the governmental entities will be pursuant to Florida law.

Section 2. ~~Associate Members~~Investors. ~~At the discretion of the Board, a category including Associate Members may be established.~~ An entity or person interested in the development of this region and who desires to preserve and promote the objectives of CEDA-FloridaWest may become an Associate Member-Investor upon an annual payment to be determined by the Board of Directors from time to time, and remains in good standing upon payment of annual assessments as determined by the Board of Directors.

(1) Applications as an Investor must be in writing to CEDA-FloridaWest.

(2) Applications must be approved by the Board of Directors.

(3) Resignations must be in writing to CEDA-FloridaWest.

(4) Investors will receive communications related to FloridaWest projects and activities, and will receive notices of Board meetings.

(5) Investors are encouraged to attend periodic information meetings for Investors where ideas for promoting economic development can be explored, and where appropriate, provided to the Board for consideration.

(46) ~~Associate Members-Investors~~ are not entitled to elect Directors and cannot become a Director.

(57) ~~Associate Members-Investors~~ may are encouraged to let the Board know of the Investor's interest in serve-serving on a Committees of CEDA-FloridaWest.

Section 3. ~~Non-Voting Members.~~ At the discretion of the Board, a category including Non-Voting Members may be established based upon significant in-kind donations and will remain in good standing for a period of time as determined by the Board. At the discretion of the Board, Non-Voting Members may participate as non-voting Directors.

#### Section 4. Meetings.

4.1 Annual Meeting. A meeting of the Members and Investors must be held each year for transaction of any business that may come from the meeting. The time and place of the meeting must be designated by the Board of Directors.

4.2 Place of Meeting. The Board of Directors may designate any place within northwest Florida as the place of meeting for any annual meeting. If no designation is made, the place of meeting will be the principal office of the corporation.

4.3 Notice of Meeting. Written notice stating the place, day, and hour of the annual meeting, must be delivered to the Members not less than three-ten days or more than 60 days before the date of the meeting, personally, by electronic transmission, or by U.S. Mail by the

Secretary or officer calling the meeting. [Meetings of Members must be publically noticed as required by Florida law.](#)

4.4 Waiver of Notice of Meeting. Attendance of a person at a meeting constitutes a waiver of lack of notice or objection to consideration of a matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when presented.

4.5 Quorum. A majority of Members entitled to vote constitutes a quorum.

## **ARTICLE IV**

### **Board of Directors**

The Board of Directors serves as the governing body of ~~CEDA FloridaWest~~. The affairs of ~~CEDA FloridaWest~~ and the control and disposition of its properties and funds are vested in the Board, either directly or through its officers, and pursuant to applicable federal and Florida law.

Section 1. Number. The Board of Directors must consist of no fewer than seven (7) and no more than twenty-one (21) persons.

1.1 Determination of Number of Directors. The number of Directors may be increased or decreased to no fewer than seven (7) annually prior to the Annual Meeting by action of the Board pursuant to the requirements of Article III above, but no decrease in the number of Directors can have the effect of shortening the term of any incumbent Director.

1.2 Director Qualification. All Directors must be Members or designees of Members, ~~or a Non-Voting Member~~, except for the Designated Director who is appointed pursuant to subsection 1.2.1 below.

1.2.1 Designated Director. The Designated Director will be appointed by the Board at the first meeting following the Annual Meeting after applications are solicited from a pool of applicants at least 30 days before the Annual Meeting. In the solicitation for applications, the criteria for consideration must include the then-current Directors and how they reflect the socio-demographic composition of Escambia County.

1.2.2 Governmental Entity Director. Governmental entities that contribute more than \$150,000 annually either through the Pensacola-Escambia County Promotion and Development Commission (the "PEDC") or directly are entitled to appoint designees as Directors at the time of the Annual Meeting. The Board of Directors of ~~CEDA FloridaWest~~ will determine the number of designees that may be appointed by governmental entities.

1.3 Term of Office. Each Director will hold office until no longer qualified, qualified and appointed, or until an earlier resignation, removal from office, or death.



Section 2. Duties. Directors must discharge their duties in good faith, with the care an ordinary person would exercise under similar circumstances, and in the manner the Director thinks is in the best interests of the corporation. In discharging their duties, Directors are entitled to rely on information, opinions, reports, or statements, including without limitation, financial statements and other financial data, prepared or presented by (i) officers or employees of the corporation whom the Director reasonably believes is reliable and competent in the matters presented; (ii) legal counsel, public accountants, or other persons about matters the Director reasonably believes are within the person's professional or expert competence; or (iii) a Board committee on which the Directors does not serve, designated by the Articles or these Bylaws, about matters within the committee's authority, which the Director reasonably believes merits confidence.

Section 3. Regular Meetings. An annual Regular Meeting of the Board of Directors ~~must~~ may include be held with notice immediately after, and at the same place as, the Annual Meeting. Regular Meetings must be held no less than quarterly at the principal office of the corporation, or at such other time and place as the Board may determine by resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board or any two Directors. The person calling the meeting must designate the day and time. The place must be the principal office of the corporation or in reasonable proximity to the principal office.

Section 5. Notice of Meetings. Written notice stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose for which the meeting is called, must be delivered to the Directors not less than three days or more than 30 days before the date of the meeting, personally, by electronic transmission, or by U.S. Mail by the Secretary or officer calling the meeting. Meetings of Members must be publically noticed as required by Florida law.

Section 6. Waiver of Notice of Meetings. Whenever notice is required to be given to a Director, a waiver in writing signed by the Director and delivered to the corporation for inclusion in the minutes is equivalent to the giving of the notice. Attendance of a person at a meeting constitutes a waiver of lack of notice or objection to consideration of a matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when presented.

Section 7. Quorum. A majority of Directors entitled to vote constitutes a quorum at any meeting of the Board, unless applicable law, the Articles, or these Bylaws require the vote of a greater number of Directors. A quorum can only be established by the physical presence of a majority of Directors.

Section 8. Effect of Action. The act of a majority of the Directors present at a meeting at which a quorum is present when the vote is taken is the act of the Board.

Section 9. Meeting by Conference Call or Similar Electronic Means. Directors may participate in a meeting of the Board by means of a conference call or similar communications equipment if

all persons participating in the meeting can hear each other at the same time. Participation by these means constitutes presence in person at a meeting.

Section 10. Resignation. Any Director may resign at any time by giving written notice to the corporation, the Board, or the President. The resignation of the Director will take effect when the notice is delivered unless the notice specifies a later effective date.

Section 11. Vacancies. Any vacancy may be filled pursuant to Article III above; provided, however, that the annual assessment will not be pro-rated.

Section 12. Removal. A Director may be removed at any time by a three-fourths majority vote of all Directors then serving.

Section 13. Compensation. Directors shall not receive any compensation for their service as Directors, but the Board may, by resolution, authorize reimbursement of reasonable expenses incurred in the performance of their duties. Such authorization may prescribe the procedure for approval and payment of the expenses by designated officers of the corporation. This provision does not preclude a Director from serving the corporation in any other capacity and receiving compensation for such services.

Section 14. Conflicts of Interest. No contract or other transaction between the corporation and one or more of its Directors, or any other corporation, firm, association, or entity in which one or more of the Directors or Officers are financially interested, is void or voidable because of the relationship or interest, because the Director or Directors are present at the meeting of the Board, or Board committee, that authorizes, approves, or ratifies the subject contract or transaction, or because the votes of the Directors are counted for that purpose, providedd that:

(1) the fact of the relationship or interest is disclosed to or is otherwise known by the bBBoard, or Board committee, that authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for that purpose without counting the votes or consents of the interested Directors;

~~(2) the fact of the relationship or interest is disclosed to or is otherwise known by the Members entitle to vote, and the Member authorize, approve, or ratify the contract or transaction by vote;~~

~~(32) the contract or transaction is fair and reasonable for the corporation at the time it is authorized by the Board, a Board committee, or the Members.~~

A quorum is present if a majority of Directors who do not have an interest in the transaction vote to authorize, approve, or ratify it.

## **ARTICLE V**

### **Committees and Councils**

Section 1. Standing Committees. Standing Committees include the Executive Committee, the Finance Committee, and the Nominating Committee with the duties and responsibilities as indicated by these Bylaws. The Board may override any decision made by a Standing Committee by a majority of votes at a duly noticed meeting of the Board at which a quorum is present, unless otherwise provided in these Bylaws.

1.1 Executive Committee. The Executive Committee consists of the Officers of the corporation.

1.1.1 Meetings. Meetings are at the call of the corporation President. A quorum is a majority of the members of the Committee. No revision or alteration by the Board of Directors of action taken at the Executive Committee will affect the rights of third parties.

1.1.2 Powers. The Executive Committee may exercise all powers and authority of the Board of Directors when the Board is not in session, including taking such action from time to time as may be required for the expeditious operation of the corporation. However, the Executive Committee has no authority to alter, amend, or repeal the corporation Articles of Incorporation or Bylaws.

1.1.3 Authority. The powers and authority of the Executive committee are subject to the full Board of Directors being unable to meet in a timely manner to conduct business of the corporation. The powers and authority granted to the Executive Committee is further subject to such restrictions or limitations as the Board of Directors may from time to time specify by resolution.

1.1.4 Actions. All actions of the Executive Committee must be reported in writing to the Directors individually within thirty days after the action is taken, or at a meeting of the Board of Directors if a meeting is held within thirty days of the action. Minutes of the Executive Committee must be included as an information item in the Executive Committee report at the next occurring regular meeting of the Board of Directors.

1.1.5 Board Powers. The Board of Directors may override or negate any Executive Committee action by a majority vote of the Directors present at a duly noticed meeting of the Board of Directors, subject to subsection 1.1.1 of this Article.

1.2 Finance Committee. The Finance Committee will be appointed by the President and will consist of no fewer than three Directors with the Treasurer acting as Chair of the Committee. The committee will prepare an annual corporation budget for review and approval by the Board of Directors. The Committee will conduct a process for the selection of the independent auditor for recommendation to the Board of Directors as needed. If an audit is conducted, upon completion, the Committee shall recommend the audited financial statement for approval by the Board of Directors. The Committee must review no less than every five years the spending policies and make recommendations to the Board in this regard.

1.3 Nominating Committee. The Nominating Committee will consist of no fewer than three, or more than five, Directors with the corporation President acting as its Chair and

appointing the Committee members. Recommendations for potential nominees for Officers of the corporation may be submitted to the Nominating Committee no later than thirty days prior to the Annual Meeting. The Nominating Committee will meet and nominate Officers and present its slate of Officers to the Members with voting privileges at the Annual Meeting at which time these Members will vote on the slate of candidates.

Section 2. Ad hoc Committees. Ad hoc committees may be created by the President to perform a specific task that is not within the purview of a Standing Committee. Ad hoc committees may investigate or research a matter or carry out an action adopted by the Board. The composition and duties of ad hoc committee shall be determined by the President, who will report to the Board on the committee's work. Ad hoc committee members, other than a chair, may be appointed from the Members and Investors, ~~as well as the Board of Directors~~. Ad hoc committees may be comprised of as few as one Director working with corporation staff.

## **ARTICLE VI**

### **Officers**

Section 1. Officers of the Corporation. The Officers of the corporation are President, Vice President, Secretary, and Treasurer. The positions of Secretary and Treasurer may be combined.

Section 2. Election. The Officers of the corporation must be elected annually by the Directors at the Board's meeting ~~following at the time of~~ the Annual Meeting, to serve until a successor is duly elected and qualified.

Section 3. Removal. Any Officer of the corporation may be removed at any time by the Board whenever in its judgment the best interests of the corporation will be served by doing so.

Section 4. Resignation. Any Officer may resign at any time by giving written notice to the corporation, the Board, or the President. The resignation of the Officer will take effect when the notice is delivered unless the notice specifies a later effective date, in which event the Board may fill the pending vacancy before the effective date if it provides the successor does not take office until the effective date.

Section 5. Vacancies. Any vacancy may be filled by the affirmative vote of a majority of the Board of Directors.

Section 6. Duties. The duties of the Officers of the corporation are as usually appertain to such officers of corporations generally.

6.1 President. The President will preside at all meetings of the Members, the Board, and all Board committees on which the President may serve, except as otherwise authorized by these Bylaws or by resolution of the Board. In addition, the President will possess and may exercise the power and authority, and perform those duties, as may from time to time be assigned to the President by the Board and that are incident to the offices of president.

6.2 Vice President. The Vice President possesses and may exercise the power and authority, and perform the duties, as may from time to time be assigned by the Board. The Vice President will perform the duties of the President in the absence or incapacity of the President; and in case of the resignation or death of the President, the Vice President will perform such duties as are imposed on the President until such time as the Board elects a new President.

6.3 Secretary. The Secretary will prepare the Minutes for meetings of the Board and the Members; provide Notices consistent with these Bylaws or as may be required by law; be custodian of the corporate records; and exercise the power and authority, and perform the duties, as may from time to time be assigned by the Board and that are incident to the office of secretary.

6.4 Treasurer. The Treasurer must make periodic examination of the financial position of the corporation, coordinate preparation of the annual budget, and chair the Finance Committee. The Treasurer must review all disbursements made by the corporation and assist the Executive Director in preparation of financial reports to the Board of Directors for each regular meeting of the Board, or as may be required by the Board or Executive Committee, and perform the duties, as may from time to time be assigned by the Board and that are incident to the office of treasurer.

Section 7. Bond. Each Officer and the Executive Director, if authorized to collect, hold, or disburse funds of the corporation must be bonded for the faithful discharge of duties, the adequacy of which will be determined by the Executive Committee. The corporation will pay for the bonds.

Section 8. Insurance. The corporation must maintain Directors and Officers liability insurance on behalf of the Board.

## **ARTICLE VII**

### **Chief Executive Officer**

The Chief Executive Officer (“CEO”) is not a member of the Board of Directors and is responsible to the Members and the Board, subject to the policies and directives of the corporation. The immediate supervisor of the CEO is the President of the corporation. The CEO exercises control over the administration of the corporation and the execution of the corporation’s policies. The CEO must attend all meetings of the Board and the membership and assist the Secretary and Treasurer in their duties, including maintain custody of corporate documents and keeping an account of all transactions and financial condition of the corporation. The CEO is authorized to (i) appoint, remove, discipline, and supervise the corporation’s personnel; (ii) authorize and certify payrolls, requisitions, and other documents relating to the financial affairs of the corporation; and (iii) perform such other duties as may from time to time be prescribed by the Board of Directors. The compensation of the CEO will be determined by the Board. The Board may, by resolution, remove the CEO and terminate employment at any time, with or without cause.

## **ARTICLE VIII**

## **Contracts and Funds**

Section 1. Authorization. The Board of Directors may authorize any Officer to enter into any contract or execute and deliver any instrument in the name of an on behalf of the corporation, and such authority may be general or confined to specific instances. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation must be signed by such officers of the corporation an in such manner as will be determined by resolution of the Board of Directors from time to time.

Section 2. Funds. All funds of the corporation not otherwise employed must be deposited to the credit of the corporation in such banks or other depositories as the Board of Directors may select or as may be designated by any Officer of the corporation to whom such power may be delegated by the Board of Directors.

Section 3. Acceptance of Gifts and Grants. The Board of Directors or any Officer of the corporation to whom such authority may be delegated by the Board may accept on behalf of the corporation any contribution, gift, bequest, device, or grant for general purposes or for any special purpose that may be designated. The Board is authorized to receive contributions from any governmental entity or private sources.

Section 4. Audits. Annually, or as may otherwise be required by the Board, these Bylaws, or by contract for funding, the accounts of the corporation will be audited by a certified public accountant, whose report must be submitted to the Finance Committee and to each member of the Board.

## **ARTICLE IX Records and Fiscal Year**

Section 1. Records. The corporation must keep complete records of accounts and minutes of the proceedings of its Board of Directors and committees, and maintain all financial records in the principal office of the corporation.

Section 2. Fiscal Year. The fiscal year of the corporation begins October 1, or set by the Board of Directors by resolution from time to time as may be required.

## **ARTICLE X Amendments**

The Board may amend or repeal these Bylaws and adopt new Bylaws at any regular meeting or special meeting called for that purpose, provided that notice of the proposed amendment or repeal is given to each Director at least five days prior to the meeting date at which these Bylaws are to be amended or repealed.

## **ARTICLE XI Dissolution**

The corporation must use its funds only to accomplish the mission and corporate objectives, and no part of these funds shall inure, or be distributed to, any Director, Member, or other person. Upon dissolution of the corporation, any funds remaining must be distributed to one or more regularly organized and qualified organization as defined in IRC 501(c)(6) to be selected by the Board of Directors.

## **ARTICLE XII**

### **General Laws**

Any matters not covered in these Bylaws or in the Articles of Incorporation will be governed by the laws of the State of Florida, including without limitation, Public Records and Sunshine Laws as they may apply.

Approved the 26<sup>th</sup> day of September, 2014

Amended the 19<sup>th</sup> day of October, 2016

\_\_\_\_\_  
Tim Haag, Secretary

Amended the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
By  
Its Secretary

DRAFT 1/4/19

**FloridaWest Economic Development Alliance  
Request for Qualifications**

Distribution of Solicitation Documents – Documents related to the subject RFQ are being distributed via the FloridaWest website [www.floridawesteda.com](http://www.floridawesteda.com).

1. Questions & Answers – Questions concerning the RFQ, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the firm may discover shall be directed in writing to Melissa Stoker. Such written questions and requests shall be: (1) received by March 8<sup>th</sup>, 2019 no later than 5:00 PM Central Standard Time; (2) signed by a person authorized to contractually bind such firm; and/or (3) directed to [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com) by the firm by e-mail. Answers to such questions will be responded to within 24 business hours.

Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Scott Luth and Melissa Stoker concerning this RFQ.

Contact Information for Melissa Stoker – E-mail: [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com)

**FloridaWest Economic Development Alliance  
Request for Qualifications (RFQ) for General Counsel  
February 12, 2019**

1. Introduction - This Request for Qualifications ("RFQ") is soliciting response ("Response") from firms that are seeking to serve as the General Counsel for The FloridaWest Economic Development Alliance, an economic development organization ("FloridaWest").

This solicitation is issued by Directors of the FloridaWest ("Board"). Staff members of FloridaWest are providing staff support to the Board relative to this solicitation. A committee appointed by the Board will evaluate the Responses ("Evaluation Committee").

2. Minimum Qualifications - The Respondent shall have the following minimum qualifications at the time firm's Response is submitted to FloridaWest:
  - a. Licensed to practice law in the State of Florida.
  - b. In good standing with the Florida Bar.
  - c. The firm's attorney, who is identified in the firm Response as the intended "General Counsel", must have been engaged in the active practice of law for no less than five consecutive years prior to the date of issuance of the firm's Response, with no less than two years of experience representing governmental bodies, special districts, or similar public entities.
    - i. Not be excluded from submitting a Response due to a conviction for a public entity crime.



- ii. Respondents and the firm chosen to provide General Counsel services pursuant to this RFQ are charged with the responsibility of complying with Chapter 4 Rules of Professional Conduct of The Florida Bar.
3. General Information - Responses should be submitted in a sealed envelope, addressed as follows:

FloridaWest Economic Development Alliance  
3 West Garden Street, Suite 618  
Pensacola, FL. 32502

RE: Sealed Response: March 8<sup>th</sup>, 2019 @ 5 p.m. CST Submission Deadline

4. Staff Contact Information:

Melissa Stoker  
[mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com)  
850-898-2201

5. Location:

3 West Garden Street, Suite 618  
Pensacola, FL. 32502

RFQ Title: General Counsel Services for the FloridaWest Economic Development Alliance

RFQ Due Date: March 8<sup>th</sup>, 2019 at 5:00 p.m. CST ("Submission Deadline")

RFQ Opening: On or around March 12<sup>th</sup>, 2019 ("Opening of Responses")

- a. Responses must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the firm's responsibility to assure that their Response is delivered to the proper location no later than the Submission Deadline.
- c. The Opening of Responses will take place on or around March 12th. The meeting will be noticed and open to the public.
- d. Responses received prior to the Opening of Responses will be secured unopened.
- e. FloridaWest staff member, whose duty it is to open the Responses, will decide when the Submission Deadline has arrived and when the Opening of Responses will occur.
- f. Responses received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the firm.
- g. FloridaWest is not responsible for the premature opening of a Response not properly addressed and identified by the RFQ Number and submission deadline on the outside of the envelope/package.
- h. An ORIGINAL and four (4) copies of the Response must be furnished on or before the Submission Deadline. Responses will be retained as the property of FloridaWest. The ORIGINAL of your Response must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm; all other copies may be photocopies.
- i. Respondents' Questions:
  - i. Each firm shall examine the RFQ documents carefully.

- ii. Questions concerning the RFQ, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the firm may discover shall be directed in writing to the Staff Contact. Such written questions and requests shall be:
    - 1. Received by Staff Contact no later than 5:00 p.m. on March 4th.
    - 2. Signed by a person authorized to contractually bind such firm; and/or
    - 3. Directed to Staff Contact by firm via e-mail only.
  - iii. Only communications from firm which are in writing and signed by a person(s) authorized to contractually bind such firm will be recognized by the Board as duly authorized expressions on behalf of the firm.
  - iv. From the time this RFQ is issued until a final decision is made by the Board as to the award of a contract to a firm to serve as FloridaWest's General Counsel, firms are instructed to:
    - 1. Only contact the Staff Contact, identified hereinabove, regarding this RFQ, the firm's Response or another firm's Response in writing; provided any such contact shall be limited to questions regarding the process of this RFQ and shall not relate to the merits of the firm's Response or another firm's Response; and
    - 2. Other than discussions held during public meetings of the Board or of the Evaluation Committee, not contact or communicate, in person, by telephone, by e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of FloridaWest other than Staff Contact regarding this RFQ, the firm's Response or another firm's Response.
    - 3. Any contact or communication in violation of the provisions above shall be cause for rejection of the firm's Response.
- j. Special Accommodation - Any person requiring a special accommodation at the Opening of Responses because of a disability should call the Staff Contact at (850) 898-2201 no less than three (3) workdays prior to the meeting. Persons who are hearing or speech impaired should contact the Staff Contact via email at [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com).
- k. FloridaWest is not liable for any costs incurred by firms who are not awarded a contract, and not responsible for any costs incurred by the successful firm prior to the issuance of an executed contract.
- l. The contents of the Response of the successful firm will become part of the contractual obligations.
- m. Responses must be typed or printed in ink. All corrections made by the firm to their Response prior to the Opening of Responses must be initialed and dated by the firm. No changes or corrections will be allowed to be made to Responses after the Opening of Responses.
- n. FloridaWest reserves the right to reject any or all Responses, in whole or in part, when such rejection is in the best interest of FloridaWest. Further, FloridaWest reserves the right to withdraw this solicitation at any time prior to the final award of the contract.

- o. Equal Opportunity/Affirmative Action Requirements - The firm shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the firm shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 2. The Equal Opportunity Statement, the Firm shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- p. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The firm must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other responsibility matters as contained the certification form attached as Attachment 3.
- q. Licenses and Registration –
  - i. Business/Occupational License(s) - The contracted firm shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required. Every firm submitting a response on this RFQ shall include a copy of the firm's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.
  - ii. Fictitious Name Registration - If the firm is operating under a fictitious name as defined in Section 865.09, *Florida Statutes*, proof of current registration with the Florida Secretary of State shall be submitted with the Response.
- r. Unauthorized Alien(s) - The firm shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. FloridaWest shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by FloridaWest as a result of this RFQ. As part of the response to this RFQ, please complete and submit Attachment 4 ~ the "Affidavit Certification Immigration Laws."
- s. Addenda to Specifications - If any addenda are issued after the initial specifications are released, FloridaWest will post the addenda on FloridaWest's website at [www.floridawesteda.com](http://www.floridawesteda.com).
- t. It is the responsibility of the firm prior to submission of any Response to check the above website or contact the Staff Contact at [\(850\) 898-2201](tel:8508982201) to verify any addenda. The receipt of all addenda must be acknowledged on the response sheet.
- u. General Background - FloridaWest has historically used an outside attorney to serve as FloridaWest's General Counsel, and FloridaWest's General Counsel has not been an employee of FloridaWest but an independent contractor and, as such, has not been entitled to benefits available to employees of FloridaWest. Through this RFQ process, it is the intent of FloridaWest to retain an outside firm to serve in such capacity.
- 1. Scope of Services - It is expected that the selected firm will be provide complete legal services for FloridaWest identified in this Scope of Services. The firm shall provide personnel ancillary to the furnishing of legal services and office space, all materials, equipment, computer research

expense, supplies and facilities necessary for the support of personnel in the performance of these services.

These services include:

- a. Policy Interpretation and Advice. Provide legal opinions on FloridaWest matters, including but not limited to FloridaWest's duties, powers, responsibilities and obligations under the following:
  - b. Florida Statutes Chapter 218 - Financial Matters Pertaining to Political Subdivisions;
  - c. Florida Statutes Section 286.011 (Sunshine Law), Chapter 119 (Public Records) and Chapter 112, Part III (Code of Ethics);
  - d. Bylaws for various FloridaWest committees and FloridaWest;
  - e. Roberts Rules of Order;
  - f. Parliamentary procedures;
  - g. Interpretation of applicable policy and legal documents, including restrictive covenants, and leases; and
  - h. Other laws, regulations and guidelines that apply to the functioning of FloridaWest and its Board.
1. Attend all regular and special Board meetings, approximately 4 to 10 meetings annually. The General Counsel is required to attend all of these meetings, except when unforeseen situations arise outside the control of the General Counsel, in which case another lawyer from the firm may attend.
  - a. Participate in pre-briefings for FloridaWest meetings, at the request of the Chief Executive Officer or the President of the Board. Either the General Counsel or another of the firm's attorneys may attend these pre-briefing meetings, unless the Chief Executive Officer or the President of the Board requests otherwise.
  - b. Perform follow-up activities, as a result of matters addressed or considered during the regular and special Board meetings or the pre-briefings, at the request of the Chief Executive Officer or the President of the Board. Either the General Counsel or another of the firm's attorney's may perform these follow-up activities, unless the Chief Executive Officer or the President of the Board requests otherwise.
2. Attend committee meetings of the Board, as the Chair of the committee or the Chief Executive Officer may request. Attendance at these meetings is not expected to exceed 5 to 10 meetings annually. Either the General Counsel or another of the firm's attorneys may attend these meetings.
3. Make formal presentations to the Board during its regular and special Board meetings, as required. It is expected that a routine verbal update will be presented during each of the Board's regular meetings. It is not expected that more than three formal presentations will be required per calendar year. These presentations may be made by either the General Counsel or another of the firm's attorneys, at the discretion of the General Counsel.
4. Provide legal opinions as may be reasonably requested by the Chief Executive Officer or the Board. Legal opinions will be provided in a summarized written format suitable for presentation to the Board and/or for incorporating into the Board's Agenda or policy items. Either the General Counsel or another of the firm's attorneys may provide the written legal opinions, however the General Counsel is responsible for the presentation of legal opinions at Board meetings.
5. Provide telephonic legal consultation with the Chief Executive Officer. Either the General Counsel or another of the firm's attorneys may participate in these telephonic consultations.

6. Participate in the development and revisions of FloridaWest policy, procedures, bylaws and governing documents, at the request of the Chief Executive Officer or at the request of the Board. Either the General Counsel or another of the firm's attorneys may provide these services.
7. Monitor the status of FloridaWest activities to be able to provide contemporaneous legal opinions during FloridaWest meetings.
8. Creation and review of standard form building and ground leases.
9. Respond to direct inquiries from members of the Board, members of the Board's committees and FloridaWest staff.
10. Provide litigation support to FloridaWest, at the request and authorization of the Chief Executive Officer or the Board.
11. Participate in financial issues, including those related to the issue or reissue of debt instruments, at the request and authorization of the Chief Executive Officer or the Board.
12. Participate in contract reviews, negotiations, settlements, changes and protests at the request of the Chief Executive Officer or the Board.
13. Participate in the preparation of rights of way and easements, land planning, site plan reviews and other such land use matters, and the development and review of other than standard form ground and building leases at the request of the Chief Executive Officer or the Board.
14. Collection efforts.
15. Provide instruction, information and advice to members of the Board appointed during the term of the contract in order to assure members understand their responsibilities established by Florida law and the charter and bylaws of FloridaWest.
16. Schedule - The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation. All times are local times in Pensacola, Florida.

Events	Date/Time
Release/Issuance of RFQ	Friday, February 15th
Questions for Clarification Deadline	Monday, March 4th
Submission Deadline	Friday, March 8th
Opening of Responses	Tuesday, March 12 <sup>th</sup> (approximate)

* Firms Ranked and Short-Listed by Evaluation Committee	Tuesday, March 12 <sup>th</sup> (approximate)
* Evaluation Committee's Recommendation for Contract Award to the Board	Tuesday, March 19 <sup>th</sup> (approximate)
* Firm approval and awarded by the FLORIDAWEST Board	Tuesday, March 19 <sup>th</sup> (approximate)
* Notice of meetings of the FloridaWest meetings will be Publically Noticed.	

17. Response Content - This RFQ will be used as the instrument to solicit responses for General Counsel for FloridaWest. It defines the terms, conditions and specifications to be followed and met by the firms. In order to maintain comparability and simplify the review and evaluation process, all Responses submitted are required to be organized in the following manner. Failure to

comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the Response from consideration. Responses are to be submitted in three ring binders or bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. Be sure to follow and clearly mark each section of your response according to the sections below.

- a. Tab 1 - Title Page - The Title Page should contain the following:
  - i. The RFQ title and number.
  - ii. The name of the proposing firm.
  - iii. The name, address, telephone, e-mail address and fax number of the primary contact person.
- b. Tab 2 - Table of Contents - The table of contents should include a clear identification of the material included in the Response, by section and by page number.
- c. Tab 3 - Letter of Transmittal –
  - i. Briefly summarize the key points of the Response including the Firm's understanding of the work to be done.
  - ii. Give the names of the persons who will be authorized to make representations for the firm, their titles, addresses, e-mail addresses, telephone and fax number.
  - iii. The signer of the Letter of Transmittal shall declare that:
    1. The General Counsel is licensed to practice law in the State of Florida, is in good standing with the Florida Bar, and has been engaged in the active practice of law for no less than five consecutive years prior to the date of issuance of the firm's Response, with no less than two years of experience representing governmental bodies, special districts, or similar public entities;
    2. The General Counsel will be the attorney who regularly attends Board and committee meetings and will be the primary legal representative for FloridaWest;
    3. That the firm is not prohibited from submitting the Response due to a conviction of a public entity crime; and
    4. That the information submitted in the Response is in all respects fair and in good faith, without collusion or fraud; no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any agency; and that the signer has the authority to bind the firm.
- d. Tab 4 - Account Responsibility and General Counsel's Experience, Demonstrated Ability and Location
  - i. Identify the contact person who will have account responsibility. Provide a statement as to such person's ability to speak and commit the firm in connection with any action required by FloridaWest.
  - ii. Provide the name and title of the attorney designated by the firm to act as General Counsel.

- iii. Provide the permanent business address for the General Counsel, and identify whether or not such address is located within the geographic area of Escambia County, Florida.
  - iv. Provide a resume for the General Counsel as an appendix.
  - v. Provide the number of years the General Counsel has been engaged in the active practice of law. Identify the General Counsel's experience representing local governmental bodies, special districts, or similar public entities.
  - vi. Provide a straightforward, concise description of the capabilities of the General Counsel to satisfy the requirements of the RFQ.
  - vii. Provide information related to the General Counsel's workload and ability to assume new work.
- e. Tab 5 - The Firm's Experience, Demonstrated Ability and Performance Information
- i. Provide a straightforward, concise description of capabilities of the Firm to satisfy the requirements of the RFQ.
  - ii. Provide information that clearly reflects the firm's experience in similar governmental contracts and demonstrates the firm's ability to provide the solicited legal services. Discuss experience only since 2004 and only for current members of the firm. For each account or activity being claimed as experience in a similar governmental contract provide a point of contact at the account, the annual value of the account, the duration of the contract and a brief explanation of service provided. (Limit to four pages).
  - iii. Identify attorneys within the firm, other than the General Counsel, who may be assigned work related to the requirements of the RFQ. All such attorneys must be licensed to practice law in the State of Florida and in good standing with the Florida Bar. Provide information that clearly reflects such attorneys' experience in a similar capacity and which demonstrates their ability to provide the solicited legal services they may be required to perform.
  - iv. Provide information related to the firm's organization and ability to assume new work (limit to three pages).
    - 1. Describe your firm including the organization. Compare the firm today as compared to three years ago.
    - 2. Provide a table that reflects a current list of public entity clients. Include a point of contact and phone number for each
  - v. If the Firm does not have attorneys with expertise in an area identified in this RFQ describe how the Firm would provide legal services in that area, if it were required by FloridaWest.
- f. Tab 6 - Firm's Ability to Provide Support to FloridaWest
- i. Provide a written description of the following:
    - 1. Any litigation during the past five years involving the firm or any attorney listed in the response relating to professional services or in any way relating to the practice of law, including a summary of the disposition of such matter or matters;
    - 2. A list of any grievances filed within the past five years against the firm or any attorney listed in the response with the Florida Bar or any

regulatory or judicial body, including a summary of the disposition of such matter or matters;

3. Actual or potential conflicts of interest, under the Rules of Professional Conduct of The Florida Bar, that firm may have in performing the services described in the RFQ; and
4. Describe ethical standards that are enforced by the firm that will ensure the firm's good faith performance of the services identified herein.

g. Tab 7 - Firm's Fees

- i. Please provide your firm's hourly billing rates for the individual who will be designated as General Counsel, partners, shareholders, associates, law clerks and paralegals. If different hourly rates apply with respect to any of the attorneys identified in your firm's response, please also indicate the specific rates for each of the identified persons.
- ii. Please specifically enumerate the types of expenses associated with the provision of legal services for which the firm would expect reimbursement.

h. Tab 8 - Firm's Proposed Draft Contract

- i. The successful firm will be required to enter into a contract with FloridaWest. Provide a proposed draft contract. FloridaWest reserves the right to provide the ultimate form of the contract.

i. Tab 9 - Required Forms

- i. Including the following completed forms
  1. Attachment 1 - List of Potential Conflicts
  2. Attachment 2 - Equal Opportunity/Affirmative Action Statement;
  3. Attachment 3 - Certification Regarding Debarment, Suspension and Other Responsibility Matters;
  4. Attachment 4 - Affidavit Certification Immigration Laws;
  5. Attachment 5 - Insurance Certification Form; and
  6. Attachment 6 - Drug-Free Work Place Form.
- ii. Required licenses and certifications.

18. Evaluation of Responses - The Evaluation Committee and the Board will utilize the following criteria in making their decision. The order does not necessarily indicate priority:

- a. Qualifications; knowledge of authorities/public entities; experience of the personnel who will be working on FloridaWest matters; Martindale-Hubbell AV firm rating:
  - i. General Counsel's Experience and Demonstrated Ability - The past experience of the attorney designated by the Firm to serve as General Counsel in providing the same or similar type of service requested by FloridaWest; demonstrated ability to effectively and accurately communicate and work with the client; and the capacity to perform the tasks required in a timely and complete manner.
  - ii. Firm's Past Experience, Demonstrated Ability and Performance - The past experience of the firm, and of attorneys other than the attorney designated by the firm to serve as General Counsel who may provide services, in providing the same or similar type of services requested herein; the ability, capacity, and skill of the firm to perform the requested services on a timely basis; responses of the client references; and continuing direction and vision of the firm.



- b. Firm's Ability to Provide Support to FloridaWest - The firm's business integrity and reliability that will assure the firm's good faith performance of the services identified herein; the lack of actual or perceived conflicts of interest and the ability of the firm to provide legal opinions without outside influence from other clients; and the ability of the firm to be unbiased in their legal support, including the permanent business address of the attorney designated by the firm to serve as General Counsel.
- c. Fees and costs –
  - i. Firm's Fee - The firm's proposed hourly billing rates.
  - ii. Expenses - The types of expenses associated with the provision of legal services for which the firm would expect reimbursement.
- d. Other factors or conditions affecting the proposer's performance under this RFQ and needs of FloridaWest's board members.
  - i. Sufficiency of the Response - The firm's understanding of FloridaWest's objectives, and the needs as stated herein; the firm's approach to servicing FloridaWest and the methods they will use to carry out their responsibilities; and compliance with the response preparation instructions and adequacy of information presented.

FloridaWest will evaluate each response submitted in response to the RFQ based upon the above-stated criteria and the responses to the RFQ. An interview may be conducted by the Board with the qualifying firms. The Board will then choose the firm to represent FloridaWest. Additional criteria for consideration are:

Oral Interviews - After the evaluation of the responses submitted have been evaluated by the Evaluation Committee the firms will be ranked based on the established criteria.

Criteria	Maximum Rating Points
Qualifications; knowledge of authorities/public entities; experience of the personnel who will be working on FloridaWest matters; Martindale-Hubbell AV firm rating	50__
Firm's Ability to Provide Support to the FloridaWest	30__
Fees and Costs	15__
Other factors or conditions affecting the proposer's performance under this RFQ and needs of FloridaWest's Board	5__

Maximum Points Allowed: 100

The decision will be made by the Board in the best interest of FloridaWest.

Contract - The successful firm will be required to enter into a contract with FloridaWest.

By submitting a Response, the firms acknowledge and agree to comply with the following if they become the firm chosen by the Board:

- a. Term and Cancellation - The contract will be for an initial term of one year with the option to extend for additional years with board approval. The contract will be monitored for acceptable services rendered throughout the contract term. The FloridaWest will have the option to cancel the contract in whole or in part during the contract term, for any reason or no reason, without penalty, upon notice. The firm will not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.
- b. Hold Harmless - The firm shall agree to indemnify and hold harmless FloridaWest from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the firm, its delegates, agents or employees, or due to any act or occurrence of omission or FloridaWest of the firm, including but not limited to costs and a reasonable attorney's fee. FloridaWest may, at its sole option, defend itself or allow the firm to provide the defense. The firm shall acknowledge that ten dollars (\$10.00) of the amount paid to the firm is sufficient consideration for the firm's indemnification of FloridaWest.
- c. Audits, Records, and Records Retention: The firm shall agree as follows:
  - a) To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this contract.
  - b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
  - c) Upon completion or termination of the contract and at the request of FloridaWest, the firm will cooperate with FloridaWest to facilitate the duplication and transfer of any said records or documents during the required retention period as specified hereinabove.
  - d) To assure that these records shall be subject at all reasonable time to inspection, review, or audit by Federal, state, or other personnel duly authorized by FloridaWest.
  - e) Persons duly authorized by FloridaWest and Federal auditors, pursuant to 45 CFR Part 92.36(I)(10), shall have full access to and right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
  - f) To include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- d. Insurance - Attention is directed to the insurance requirements below. Firms should confer with their respective insurance carriers or brokers to determine in advance of Response submission the availability of insurance certificates and endorsements as prescribed and provided herein. Firms who fail to comply strictly with the insurance requirements may be disqualified from award of the contract.
  - a) The firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, or employees.
  - b) Minimum Limits of Insurance - The Firm shall maintain limits no less than the following:
    - i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate.

- ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - iii) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of
  - iv) \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
  - v) Professional Liability Insurance, including errors and omissions: For all services provided under the terms of contract with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- e. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the FloridaWest. At the option of FloridaWest, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects FloridaWest, its officers, officials, employees and volunteers; or the firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions:
  - a) General Liability and Automobile Liability coverage's (FloridaWest is to be named as Additional Insured).
  - b) FloridaWest, its officers, officials, employees and volunteers are to be covered as insured as respects; liability arising out of activities performed by or on behalf of the firm, including the insured's general supervision of the firm; products and completed operations of the firm; premises owned, occupied or used by the firm; or automobiles owned, leased, hired or borrowed by the firm. The coverage shall contain no special limitations on the scope of protections afforded FloridaWest, its officers, officials, employees or volunteers.
  - c) The firm's insurance coverage shall be primary insurance as respects FloridaWest, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by FloridaWest, its officers, officials, employees or volunteers shall be excess of the firm's insurance and shall not contribute with it.
  - d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FloridaWest, its officers, officials, employees or volunteers.
  - e) The firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - f) All coverage's - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to FloridaWest.
- g. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
- h. Verification of coverage's - The firm shall furnish FloridaWest with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on

its behalf. All certificates and endorsements are to be received and approved by FloridaWest before work commences. FloridaWest reserves the right to require complete, certified copies of all required insurance policies at any time.

- i. Ethical Business Practices –
  - a) Gratuities - It shall be unethical for any person to offer, give, or agree to give any FloridaWest employee, or for any FloridaWest employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefor.
  - b) Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under contract to the firm or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- j. The Firm acknowledges that the FloridaWest is subject to the provisions of chapter 110, F.S., relating to public records, and that reports, invoices, and other documents the Firm submits to the FloridaWest under this agreement may constitute public records under Florida Statutes. The Firm shall cooperate with the FloridaWest regarding FloridaWest's efforts to comply with the requirements of chapter 119, F.S.

The Firm shall allow public access to all records made or received by the Firm in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. In accordance with chapter 119 F.S., the Firm shall be responsible for responding to all public records requests per the cost structure provided for records made or received by the Firm in conjunction with this contract.

If the Firm submits records to FloridaWest that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Firm prior to submittal to FloridaWest. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to FloridaWest serves as the Firm's waiver of a claim of exemption.

The Firm must notify FloridaWest, both by e-mail and first-class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in section 119.001, F.S. Notice of public records requests received by the Firm shall be e-mailed to [sluth@floridawesteda.com](mailto:sluth@floridawesteda.com) and mailed to:

FloridaWest Economic Development Alliance  
3 West Garden Street, Suite 618  
Pensacola, FL 32502

The Firm shall notify FloridaWest verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Firm's possession related to

this contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of FloridaWest. The Firm shall cooperate with FloridaWest in taking all steps as FloridaWest deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

FloridaWest reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

## **ATTACHMENT 1**

**A complete list of clients who (which), at the time of the response, are represented by the firm and who (which) may have actual or potential conflicts with the interests of the Board and the nature of such representation, in order to allow the Evaluation Committee and the Board to be fully apprised of the nature and extent of such representation.**

**This list should include, but not be limited to, any representation of the following:**

**ATTACHMENT 2**  
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The firm hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Title:

Firm:

Address:

**ATTACHMENT 3**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

- 1) The Firm certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for FloridaWest of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or FloridaWest of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with FloridaWest of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/response had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Firm is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this Response.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Respondent's Firm

Address



**ATTACHMENT 4**  
**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

The FloridaWest will not intentionally award FloridaWest contracts to any firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act).

**The FloridaWest may consider the employment by any firm of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the firm of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the FloridaWest.**

RESPONDENT ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

NOTARY PUBLIC

OR Produced Identification:

Notary Public – State of

My FloridaWest expires:

\_\_\_\_\_  
(Type if identification)

Printed, typed, or stamped FloridaWest  
name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***THE FLORIDAWEST RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

**ATTACHMENT 5**  
**INSURANCE CERTIFICATION FORM**

To indicate that firm understands and is able to comply with the required insurance, as stated in the RFQ document, the firm shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

1. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?  
YES NO

Commercial General Indicate Best Rating:  
Liability: Indicate Best Financial Classification:

Automobile Liability: Indicate Best Rating:  
Indicate Best Financial Classification:

Professional Liability: Indicate Best Rating:  
Indicate Best Financial Classification:

2. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?  
YES NO

Indicate Best Rating:  
Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

3. Is the Firm able to obtain the required types and limits of coverage for this RFQ, as identified within the solicitation package? Be sure to carefully review and ascertain that the Firm either has coverage or will place coverage at these or higher levels.  
YES NO

Please mark the appropriate box:

Coverage is in place \_\_\_\_\_

Coverage will be placed, without exception \_\_\_\_\_

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

**ATTACHMENT 6**  
**DRUG FREE WORKPLACE FORM**

Drug-Free Work Place: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If Yes please complete the form.

The undersigned proposer hereby certifies that of Business) does:

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature \_\_\_\_\_

Date \_\_\_\_\_

*This form must be completed, signed and returned with your response to fulfill the requirements of this RFQ.*

Response to  
Request for Qualifications (RFQ):

General Counsel Services  
FLORIDA WEST ECONOMIC DEVELOPMENT ALLIANCE

Margaret T. Stopp, Esquire  
MOORE, HILL & WESTMORELAND, P.A.  
Maritime Place, Suite 100  
350 West Cedar Street  
Post Office Box 13290 (32591-3290)  
Pensacola, Florida 32502  
Telephone: (850) 434-3541  
Telefax: (850) 435-7899  
Email: *mstopp@mhw-law.com*



# Response to Request for Qualifications (RFQ)

General Counsel Services for  
FLORIDA WEST ECONOMIC DEVELOPMENT ALLIANCE

**Proposing Firm:**  
**MOORE, HILL & WESTMORELAND, P.A.**

Primary Contact:  
Margaret T. Stopp, Esquire  
MOORE, HILL & WESTMORELAND, P.A.  
Maritime Place | Suite 100  
350 West Cedar Street  
Post Office Box 13290 (32591-3290)  
Pensacola, Florida 32502  
Telephone: (850) 434-3541  
Telefax: (850) 435-7899  
Email: mstoppp@mhw-law.com





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# MOORE, HILL & WESTMORELAND, P.A.

ATTORNEYS AT LAW

LARRY HILL \*  
CHARLES F. BEALL, JR. \*‡+  
GEORGE R. MEAD, II  
MARGARET T. STOPP  
DOUGLAS S. WOODWARD +  
DANIEL M. EWERT  
R. ALEX ANDRADE +  
TIFFANY T. WOODWARD M  
HALEY J. MULL +

Maritime Place | Suite 100  
350 West Cedar Street  
Pensacola, Florida 32502  
  
Post Office Box 13290  
Pensacola, Florida 32591-3290  
  
Telephone (850) 434-3541  
Telefax (850) 435-7899

H. EDWARD MOORE, JR.  
Certified Circuit Court Mediator

J. LOFTON WESTMORELAND  
(1946 - 2004)

Internet  
<http://www.mhw-law.com>

Writer's Email Address:  
[mstopp@mhw-law.com](mailto:mstopp@mhw-law.com)

\* Board Certified Civil Trial Lawyer  
‡ Board Certified Appellate Lawyer  
+ Also Admitted in Alabama  
M Certified Family Mediator

February 28, 2019

## **Attention: Melissa Stoker**

FloridaWest Economic Development Alliance  
3 West Garden Street, Suite 618  
Pensacola, FL 32502

Re: General Counsel Services for FloridaWest Economic Development Alliance  
Response to Request for Qualifications  
Letter of Transmittal

Dear Ms. Stoker:

Moore, Hill & Westmoreland, P.A. (the "Firm") is responding to the Request for Qualifications (the "RFQ") with a due date of Friday, March 8, 2019. Enclosed with this letter is an original Response, which includes documents with original signatures, along with four copies. Pursuant to the RFQ, this Letter of Transmittal is provided in compliance with the requirements under Tab 3.

### **Summary of Understanding of Scope of Work**

It is anticipated that Margaret T. Stopp of the Firm will attend meetings of FloridaWest and its committees. On those occasions when it is impossible for her to attend, another member of the Firm will attend.

The scope of services to be provided by Margaret T. Stopp and Moore, Hill & Westmoreland, P.A. are those related to acting as General Counsel to FloridaWest Economic Development Alliance ("FloridaWest"), a body corporate and politic created pursuant to Florida law. Policy interpretation and advice will be provided as needed on FloridaWest matters such as FloridaWest's duties, powers, responsibilities, and obligations as they may be impacted by specific statutory provisions and the governing documents of FloridaWest.

As needed, Ms. Stopp will make presentations to FloridaWest at its meetings.

As General Counsel, Ms. Stopp will attend all regular and special FloridaWest meetings, participate in pre-briefings, and perform follow-up activities as they may be requested. If

requested, Ms. Stopp will attend committee meetings of FloridaWest. By attending meetings of FloridaWest, Ms. Stopp will be able to monitor the status of the FloridaWest's activities in order to be in a position to provide contemporaneous legal opinions at meetings.

If legal opinions are requested by the Chief Executive Officer for FloridaWest, they will be provided in a written format suitable to the topic and requirements from the person making the request. As needed, Ms. Stopp will be available for telephonic legal consultations with the Chief Executive Officer as well.

As the development or revisions to FloridaWest policy, procedures, and governing documents are needed, Ms. Stopp will participate when requested by the Chief Executive Officer or FloridaWest.

Ms. Stopp will review contracts, including leases, and participate in negotiations as needed, as well as prepare rights of way, easements, and land use documents. She will also participate in financial issues as requested. If collection efforts are required, those will be handled as well.

With regard to litigation matters, Ms. Stopp, along with members of her firm with extensive litigation experience, will handle any such cases.

Finally, Ms. Stopp will provide training sessions for FloridaWest members in order to instruct them on governance, Sunshine and Public Records Laws, and other areas of law as needed.

**Persons Authorized to make Representations for the Firm**

The persons who are authorized to make representations for the Firm and their contact information are as follows:

Margaret T. Stopp  
Attorney at Law  
MOORE, HILL & WESTMORELAND, P.A.  
Post Office Box 13290  
Pensacola, FL 32591-3290  
[mstopp@mhw-law.com](mailto:mstopp@mhw-law.com)  
850-434-3541  
850-435-7899 (fax)

Larry Hill  
Attorney at Law  
MOORE, HILL & WESTMORELAND, P.A.  
Post Office Box 13290  
Pensacola, FL 32591-3290  
[lhill@mhw-law.com](mailto:lhill@mhw-law.com)  
850-434-3541  
850-435-7899 (fax)



**Declarations of Signer of the Letter of Transmittal**

Margaret T. Stopp, as the signer of this Letter of Transmittal, makes the following declarations:

1. Margaret T. Stopp, as the person applying for the position of General Counsel of FloridaWest, is licensed to practice law in the State of Florida, is in good standing with The Florida Bar, and has been engaged in the active practice of law for no less than five consecutive years prior to the date of issuance of the firm's Response to the RFQ, with no less than two years of experience representing governmental bodies, special districts, or similar public entities.
2. Margaret T. Stopp will be the attorney who regularly attends Board and committee meetings and will be the primary legal representative for FloridaWest.
3. Neither the Firm nor any of the employees of the Firm are prohibited from submitting the Response due to a conviction of a public entity crime.
4. The information submitted by the Firm in the Response is in all respects fair and in good faith, without collusion or fraud; no principal (including officers, directors, and executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any agency; and the signer has the authority to bind the firm.

Sincerely,

**MOORE, HILL & WESTMORELAND, P.A.**



Margaret T. Stopp

MTS/tks  
Enclosures

Account Responsibility and General Counsel's Experience,  
Demonstrated Ability and Location

i. Contact Person with Account Responsibility: Margaret T. Stopp

Margaret T. Stopp is a shareholder in the Firm with the ability to speak and commit the Firm in connection with any action required by the Commission.

ii. Name and Title of the Attorney Designated by the Firm to Act as General Counsel:

Margaret T. Stopp, Attorney at Law and shareholder in the Firm

iii. Permanent Business Address for the General Counsel:

350 West Cedar Street, Suite 100 (zip code 32502)  
Post Office Box 13290 (zip code 32591-3290)  
Pensacola, Escambia County, Florida

iv. Resumé for General Counsel:

Resumé attached as Appendix at Tab 4.

v. Number of Years General Counsel Has Been Engaged in the Active Practice of Law:

Margaret T. Stopp has been a member of the Florida Bar for over 30 years. During that time, she was Assistant Escambia County Attorney in the late 1980s and 2000-2002. The County Attorney's Office represents the Escambia County Board of County Commissioners. Primary responsibilities included real property and real estate matters, election law, as well as Sunshine and Public Records law.

Since 2003, Ms. Stopp has represented the Area Housing Commission, which is a public body corporate and politic.

She has represented the University of West Florida Foundation, Inc. and West Florida Historic Preservation, Inc. since 2005. Both of these entities are quasi-public entities.

From 2007 through 2009, Ms. Stopp was General Counsel to the City of Pensacola Charter Review Commission. She guided the Commission in its deliberations related to changing the form of government for the City of Pensacola and providing legal advice in a variety of government-related matters, as well as Sunshine and Public Records law issues.

In 2013 - 2014, she represented the Greater Pensacola Chamber in matters related to Sunshine and Public Records law, as well as business governance matters.

In 2015, Ms. Stopp provided legal services to the Perdido Chamber of Commerce regarding Sunshine and Public Records law.

vi. Description of Capabilities of the General Counsel to Satisfy RFQ Requirements:

Ms. Stopp has the capability to provide legal services as described in the RFQ based upon her long and varied experience with governmental and quasi-governmental entities. She remains current in the relevant areas of law through membership in organizations that provide educational materials and opportunities. In the event a matter is litigated, she can also draw upon other members of the Firm to handle any complex litigation that may arise.

vii. General Counsel's Workload and Ability to Assume New Work:

Ms. Stopp has the ability to assume responsibilities as General Counsel to FloridaWest. Her practice primarily involves transactional and non-litigation matters that can be managed to include additional work. From a review of the calendar for FloridaWest, its meetings are not in any direct conflict with other client responsibilities.

**Margaret T. Stopp**

MOORE, HILL & WESTMORELAND, P.A.  
Maritime Place, Suite 100  
350 West Cedar Street (32502)  
P.O. Box 13290  
Pensacola, Florida 32591-3290  
850/434-3541  
850/435-7899 (fax)  
*mstopp@mhw-law.com*  
*www.mhw-law.com*

**EDUCATION**

J.D. – Georgetown University Law Center (1981)  
B.A. (*cum laude*) – McNeese State University (1977)  
Attended – Louisiana State University  
State University of New York, Binghamton

**PROFESSIONAL LICENSES & ADMISSIONS TO PRACTICE**

The Florida Bar  
U.S. Court of Appeals, Eleventh Circuit  
U.S. District Court, Northern District of Florida  
U.S. Bankruptcy Court, Northern District of Florida  
U.S. Court of Federal Claims

**CURRENT EMPLOYMENT**

Shareholder, Moore, Hill & Westmoreland, P.A.

**PROFESSIONAL ORGANIZATIONS/MEMBERSHIPS**

The Florida Bar  
Real Estate, Probate & Trust Section  
City, County and Local Government Section  
Florida Association of Women Lawyers  
American Bar Association  
Real Property Section  
Community Associations Institute (CAI)  
National Association of Housing and Redevelopment Officials (NAHRO)  
Florida Association of Housing and Redevelopment Officials (FAHRO)  
Housing and Development Law Institute (HDLI)  
Florida Land Title Association  
National Apartment Association  
Florida Apartment Association  
Emerald Coast Apartment Association



## **PROFESSIONAL AND COMMUNITY SERVICE**

Escambia/Santa Rosa Bar Association  
President (2002-2003)

Escambia/Santa Rosa Bar Foundation

Northwest Florida Association of Women Lawyers  
Vice President, Membership (2002-2003)  
Vice President, Publicity (2001-2002)

Baptist Health Care Corporation  
Governance Committee (2016 - present)  
Task Force Committee (2018 - present)

Baptist Health Care Foundation Board  
President (2016 - present)

Rotary Club of Pensacola  
Centennial Committee (2014-2015)  
President (2009-2010)  
President-Elect (2008-2009)  
Board of Directors (2005-2007)

IMPACT 100

## **AWARDS AND RECOGNITION**

AV Preeminent Martindale-Hubbell® Peer Review Rating™  
Real Estate, General Practice and Business Law

Escambia-Santa Rosa Bar Association  
Community Service Award (2012)

## **PAST PROFESSIONAL EXPERIENCE**

Escambia County Attorney's Office  
Assistant County Attorney

The University of West Florida  
Division of Criminal Justice & Legal Studies  
Associate Professor

Sole Practitioner  
Greensboro, NC

Chess, Durrett and Roeder (Law Clerk)  
Fairfax, VA

U.S. House of Representatives  
Associate Staff, Committee on Appropriations  
The Honorable Kenneth Robinson

U.S. House of Representatives  
Legislative Aide, The Honorable Dan Marriott

## **PAST SERVICE**

Pensacola Junior College Foundation  
President (2013-2015)  
Vice President (2009-2012)  
Secretary (2008-2009)

Baptist Hospital, Inc. Board  
Secretary (2013-2014)

Jay Hospital Board, Inc.  
Secretary (2013-2014)

Pensacola Country Club  
Board of Directors (2012-2015)  
Membership Committee (Chair, 2013-2015)

Every Child a Reader in Escambia (ECARE)  
Global Learning Academy Volunteer Mentor (Pre-K) (2011-2013)

UWF Legal Studies Advisory Board (2000-2012)

Every Child a Reader in Escambia (ECARE)  
Project Coordinator for "Illiteracy is an Injustice" (2008-2012)

Panhandle Tiger Bay Club  
President (2005-2006)

The Florida Bar First Judicial Circuit "A" Grievance Committee (2003-2006)

Academy of Law & Public Service Board (2000-2007)

DCF District One, Human Rights Advocacy Committee (n/k/a Local Advocacy Council)  
Governor's Legal Professional Appointee (1993-2001)

American Inns of Court, Pensacola Chapter (1999-2001)

Citizens-Law Enforcement Liaison Group (1998-2000)

City of Pensacola Planning Board (1991-1997)  
Vice-Chair (1993-1997)

YWCA of Pensacola (1988-1991)  
President (1989)

Moore, Hill & Westmoreland, P.A.'s Experience,  
Demonstrated Ability and Performance Information

i. Description of Capabilities of the Firm to Satisfy RFQ Requirements:

The Firm is capable of satisfying the requirements of the RFQ based upon the experience of Margaret T. Stopp. Furthermore, the Firm's resources—including attorneys with broad experience and litigation experience, associate attorneys with excellent research skills, and support staff employed by the Firm for many years—provide the necessary foundation for representing the interests of FloridaWest.

ii. The Firm's Experience in Governmental Contracts and Ability to Provide Legal Services:

The Firm currently has Representation Agreements with the Area Housing Commission; University of West Florida Foundation, Inc.; and West Florida Historic Preservation, Inc.

In the past, Ms. Stopp has represented the City of Pensacola Charter Review Commission. The Commission engaged in a comprehensive review of the then-current form of government and undertook to significantly revise the City Charter. The topics reviewed by the Commission involved comprehensive local government matters, as well as Sunshine and Public Records laws and applicability.

Because she works with a variety of Boards, Ms. Stopp has provided guidance to these bodies related to Roberts Rules of Order and parliamentary procedures as needed.

Information for each of these clients is as follows:

- (1) Abe Singh, Executive Director  
AREA HOUSING COMMISSION  
1920 West Government Street  
Pensacola, FL 32502  
850-434-3541

The Firm has represented the Area Housing Commission ("AHC") since 1983. When Ms. Stopp joined the Firm in 2003, she began her representation of this client. Ms. Stopp's responsibilities have included sitting with the Commission at its meetings; conducting educational seminars for the Commission and for staff on a variety of topics; providing legal advice on areas of law including HUD requirements and compliance, landlord/tenant issues, and Sunshine and Public Records; contract review; housing finance, including partnerships with private investors through tax credits; Code of Ethics; personnel matters; and providing general legal advice and opinions as needed.

The most current Representation Agreement was executed February 25, 2011. The value of the agreement from that date through December 2018 is \$247,321.87.



- (2) Daniel R. Lucas  
Chief Financial Officer  
UWF FOUNDATION, INC.  
11000 University Parkway, Building 12  
Pensacola, FL 32514  
850-474-3380

The first Representation Agreement with the UWF Foundation, Inc. (the "Foundation") was in 2005. Agreements are entered into on an annual basis. The current Agreement is for the term July 1, 2018 through June 30, 2019.

Ms. Stopp's responsibilities have included legal advice regarding donations of real and personal property; contracts; Public Records and Sunshine laws; governance matters; bond issues related to student housing (not as bond counsel); and interfacing with the University of West Florida as its direct support organization. Ms. Stopp provides legal advice and opinions as needed. She appears periodically before the Board to provide requested reports.

The value of the contract varies from year to year. Since 2005 to date, the value of the contract is approximately \$154,513.98.

- (3) Rob Overton, Executive Director  
WEST FLORIDA HISTORIC PRESERVATION, INC.  
120 Church Street  
Post Office Box 12866  
Pensacola, FL 32591  
850-595-5985

The first Representation Agreement with West Florida Historic Preservation, Inc. (the "UWF Historic Trust") was in 2006. Agreements are entered into on an annual basis. The current Agreement is for the term July 1, 2018 through June 30, 2019.

Ms. Stopp's responsibilities have included legal advice regarding donations of personal and real property; contracts; Public Records and Sunshine laws; landlord/tenant matters; governance matters; personnel matters; State compliance matters; and interfacing with the University of West Florida as its direct support organization. Ms. Stopp sits with the Board upon request and provides legal advice and opinions as needed.

The value of the contract varies from year to year. Since 2006 to date, the value of the contract is approximately \$77,387.32.

- (4) Todd Thomson, Interim President and Vice President of Public Affairs  
THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.  
890 South Palafox Street, Suite 202 (32502)  
Post Office Box 550  
Pensacola, FL 32591  
850-438-4081



Ms. Stopp represented The Pensacola Bay Area Chamber of Commerce, Inc. (the "Chamber") in 2013 - 2014. Agreements were entered into on an annual basis.

Ms. Stopp's responsibilities centered on Florida's Sunshine and Public Records laws, as well as governance issues. She assisted with amendments to the Chamber's Bylaws and drafted Articles of Incorporation and Bylaws for FloridaWest, which is a body subject to Sunshine and Public Records laws.

Ms. Stopp sat with the Board upon request and provided legal advice and opinions as needed.

The value of the contract was approximately \$24,000.

- (5) Charter Review Commission (2007-2009)  
Crystal Spencer was the Chair of the Commission

The Commission engaged in a comprehensive review of the then-current form of government and undertook to significantly revise the City Charter. The topics reviewed by the Commission involved comprehensive local government matters, as well as Sunshine and Public Records laws and applicability.

The value of the contract was approximately \$52,400.00.

iii. Other Attorneys within the Firm Who May Be Assigned to Handle FloridaWest Matters:

Ms. Stopp will be the attorney with the primary responsibility as General Counsel. The Firm will include five other shareholders with experience in litigation, as well as concentrations in construction, employment, insurance, appellate, and commercial law. They are Larry Hill, Charles Beall, Erick Mead, Doug Woodward, and Daniel Ewert.

All are licensed to practice law in the State of Florida and are in good standing with The Florida Bar.

Mr. Hill is a Board Certified Civil Trial Lawyer. Mr. Beall is a Board Certified Civil Trial Lawyer and a Board Certified Appellate Lawyer. Mr. Hill, Mr. Beall, and Ms. Stopp have AV Preeminent Martindale-Hubbell® Peer Review Ratings™.

Alex Andrade is an Associate. He is licensed to practice law in the State of Florida and is in good standing with The Florida Bar. He is also licensed to practice law in the State of Alabama and is in good standing with The Alabama Bar. He is currently serving as State Representative for District 2 and may assist Ms. Stopp as needed.

Haley Mull is an Associate. She is licensed to practice law in the State of Florida and is in good standing with The Florida Bar. She is also licensed to practice law in the State of Alabama and is in good standing with The Alabama Bar. She may assist Ms. Stopp as needed.

iv. The Firm's Organization and Ability to Assume New Work:

The Firm is organized to provide continuing and new work to its clients.

1. The Firm consistently averages eight to ten attorneys with the requisite number of support staff to assist in providing clients professional services. Currently, the Firm has nine attorneys. The Firm also employs three Florida Certified Paralegals, two Legal Assistants, and a Receptionist, as well as a Legal Administrator and a Bookkeeper.

2. A list of the current public entity clients (including quasi-public) is as follows:

Area Housing Commission  
University of West Florida Foundation, Inc.  
West Florida Historic Preservation, Inc.  
FloridaWest Economic Development Alliance

See (ii), above, in this Tab for contact information.

v. Handling of Legal Matters Outside the Firm's Areas of Expertise:

The Firm has attorneys with the expertise to provide legal services in all the areas identified in this RFQ, if those services were required by FloridaWest.

**Moore, Hill & Westmoreland, P.A.'s**  
**Ability to Provide Support to Commission**

1. **Litigation History:**

During the past five years, neither the Firm nor any attorney listed in the response to the RFQ has been involved in litigation relating to professional services or in any way relating to the practice of law, including summary of the disposition of such matter or matters.

2. **Grievance History:**

No grievances have been filed in the past five years against either the Firm or any attorney listed in the response with The Florida Bar or any regulatory or judicial body, including a summary of the disposition of such matter or matters.

3. **Conflicts of Interest:**

Potential conflicts of interest that the Firm may have in performing the services described in the RFQ are: None.

4. **Ethical Standards Enforced by the Firm:**

The Firm enforces ethical standards as dictated by The Florida Bar and the Florida Supreme Court and has its own high standards regarding the good faith performance of our duties to all of the Firm's clients.

Tab 7  
Firm's Fees

i. Moore, Hill & Westmoreland, P.A.'s Hourly Billing Rates:

Margaret T. Stopp (Shareholder), General Counsel: \$325.00

Larry Hill (Shareholder): \$500.00  
Complex Litigation

Charles F. Beall (Shareholder): \$425.00  
Litigation and Appeals

Erick Mead (Shareholder): \$350.00  
Employment Law  
Litigation

Doug Woodward (Shareholder): \$300.00  
General and Construction Litigation

Daniel Ewert (Shareholder): \$300.00  
General and Construction Litigation

Alex Andrade (Associate): \$225.00

Haley Mull (Associate): \$195.00

Judy Pinette (Florida Certified Paralegal): \$125.00

ii. Reimbursement of the Firm's Costs and Expenses:

Types of expenses associated with provision of legal services for which the Firm expects reimbursement include: title search fees; recording fees; courier fees; litigation fees, including but not limited to filing fees, court reporter costs, transcript fees, service of process fees, and investigation fees.



Tab 8  
Firm's Proposed Draft Contract

Moore, Hill & Westmoreland, P.A.'s proposed Representation Agreement between FloridaWest and the Firm is attached.

## **REPRESENTATION AGREEMENT**

THIS REPRESENTATION AGREEMENT is made by and between MOORE, HILL & WESTMORELAND, P.A. (Attorneys), whose address is P.O. Box 13290, Pensacola, Florida 32591-3290, and FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE (FLORIDAWEST), whose address is 117 West Garden Street, Pensacola, Florida 32502 (Client).

### **Term**

The initial term is one (1) year from the date the last party signs below, with FLORIDAWEST's option for two (2) renewals for additional one-year terms each.

### **Scope of Representation**

The Client employs the Attorneys to represent the Client in a matter related to legal services identified in the attached Response to the Commission's Request for Qualifications (Response), a copy of which is attached and incorporated by reference. Additional requirements of the Request for Qualifications are in Attachments 1 through 6, which are attached and incorporated by reference.

Representation is limited to the scope of services outlined in the Response. If the Client should wish to extend the Attorneys' representation to involve other matters, an additional representation agreement setting forth the scope of that representation, and compensation for those services will be provided.

### **Advance Fee, Fees, and Costs**

An advance fee is customarily required of new clients. In this case, an advance fee is not required.

Fees are charged for attorney and paralegal time.

See Tab 7 of the Response for the Firm's fees. Rates are subject to change upon advance written notice to the Client and acknowledgement by the Client.

Other Attorneys in the firm may be called upon from time to time to do work in the Client's file as their expertise may be called for or if Ms. Stopp is not available for any reason to handle urgent matters. Their work will be billed to the Client at the Attorney's customary rate.

Work to be done or billed in the Client's file will only be those actions authorized by the Client after consultation, unless circumstances or the Client's availability make it necessary for the Attorneys to act urgently without consultation to protect the Client's interests.

Costs of representation include charges other than fees that are necessary to the representation.

The following costs will be billed if they are incurred: title search fees; recording fees; courier fees; and litigation fees, including but not limited to filing fees, court reporter costs, transcript fees, service of process fees, and investigation fees.

All fees and all costs will be billed and payable monthly as accrued. If, for any reason, our fees and costs are more than 45 days overdue and satisfactory arrangements are not made, the Attorneys will have an option to demand payment within ten (10) days and to cease legal work and withdraw from the case.

### **Client Responsibilities**

The Client agrees to tell the Attorneys the truth, to keep the Attorneys fully advised of the Client's current address and telephone number, to cooperate with the Attorneys in their performance of the work, to appear on reasonable notice for court appearances and depositions, to pay the bills on time, and to comply with all reasonable requests made of the Client in connection with the Attorneys' representation of the Client. The Client agrees to consult with the Attorneys on all matters related to the representation.

### **Audit, Records and Records Retention**

Attorneys agree to the following:

- i. To establish and maintain books, records, and documents (including electronic media) in accordance with generally accepted account procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this Agreement;
- ii. To retain all Client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- iii. Upon completion or termination of the Agreement and at the request of FLORIDAWEST, Attorneys will cooperate with FLORIDAWEST to facilitate the duplication and transfer of any said records or documents during the required retention period as specified above.
- iv. To assure that these records will be subject at all reasonable times to inspection, review, or audit by federal, State or other personnel duly authorized by FLORIDAWEST.
- v. Persons duly authorized by FLORIDAWEST and federal auditors, pursuant to 45 CFR Part 92.36(I)(10), will have full access to and right to examine any of Attorneys' Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

vi. To include the audit and record keeping requirements noted above in all approved subcontracts and assignments.

### **Insurance**

Compliance with insurance requirements is set forth in Attachment 5.

Note a 30-Day Notice of Cancellation is not available on the General Liability, Auto Liability and Workers' Compensation. However, in lieu of this, Attorneys' insurance agent can submit a new Certificate of Insurance to the Certificate Holder each 30-days to evidence that coverage is in force.

With regard to the Professional Liability Insurance, Attorneys' deductible is \$10,000.00. The insurer will not reduce or eliminate the deductible or self-insured retentions with respect to the FLORIDAWEST, its officers, officials, employees, and volunteers. Additional insureds cannot be added to the policy because all insureds must be a part of the law firm. Thirty-day notices cannot be issued by the Attorneys' Professional Liability Insurance carrier.

### **Ethical Business Practices**

Attorneys acknowledge it is unethical for any person to offer, give, or agree to give any FLORIDAWEST employee, or for any FLORIDAWEST employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response.

Attorneys acknowledge it is unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to Attorneys or higher tier subcontractor or any person associated with the subcontractor, as an inducement for the award of a subcontract or order.

### **Public Records**

Attorneys acknowledge that the FLORIDAWEST is subject to the provisions of Chapter 119, Florida Statutes, relating to public records, and that reports, invoices, and other documents Attorneys submit to FLORIDAWEST under this Agreement may constitute public records under Florida Statutes. Attorneys shall cooperate with FLORIDAWEST regarding the FLORIDAWEST's efforts to comply with the requirements of Chapter 119, Florida Statutes.

Attorneys will allow public access to all records made or received by the Firm in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) of the Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, the Firm will be responsible for responding to all public records requests per the cost structure provided for records requests made or received by the Firm in conjunction with this Agreement.



If the Firm submits records to FLORIDAWEST that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records will be identified as such by the Firm prior to submittal to FLORIDAWEST. Attorneys acknowledge that failure to identify the legal basis for each exemption from the requirements of Chapter 119 prior to submittal of the record to FLORIDAWEST serves as the Firm's waiver of a claim of exemption.

Attorneys agree to notify FLORIDAWEST, both by e-mail and first class mail, within one (1) business day from receipt of all requests for public records, as a public record is defined in section 119.001 of the Florida Statutes. Notice of public records requests received by the Firm will be e-mailed to [sluth@floridawesteda.com](mailto:sluth@floridawesteda.com) and mailed to:

FloridaWest Economic Development Alliance  
117 West Garden Street  
Pensacola, Florida 32502

The Firm agrees to notify FLORIDAWEST verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Firm's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of FLORIDAWEST. The Firm will cooperate with FLORIDAWEST in taking all steps as FLORIDAWEST deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

#### **Use of Electronic Communications**

Client acknowledges that Attorney and Client may, during the course of this engagement, exchange information, convey documentation, and otherwise communicate electronically with one another and, from time to time, with third parties in furtherance of the purposes of the engagement. For purposes of this provision, electronic communications include, but are not limited to, internet e-mail, instant messaging, facsimile, and wireless communications. Client further acknowledges that neither party has control over the performance, reliability, availability, or security of such electronic communications. Consequently, Attorney will not be liable to Client for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, disclosure, interception, corruption, or alteration of any electronic communication. In the event Client objects to the use by Attorney of any form of electronic communication, Client shall so advise Attorney in writing.

#### **Client's Right**

The Client has the right to discharge the Attorneys at any time. FLORIDAWEST may deny the award or immediately suspend any contract resulting from the Response to the RFQ pending final determination of charges of unethical business practices. At its sole discretion, FLORIDAWEST may deny award or cancel the Agreement if it determines that unethical business practices were involved.

**Attorneys' Right**

The Attorneys have the right to withdraw from the case if the Client misrepresents or fails to disclose a material fact to the Attorneys, fails to follow the Attorneys' advice, acts on the matter without first consulting with the Attorneys, or demands that the Attorneys do something that is unlawful or unethical.

**Hold Harmless**

Attorneys agree to indemnify and hold harmless FLORIDAWEST from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Attorneys, its agents or employees, or due to any act or occurrence of omission or commission of the Attorneys, including but not limited to costs and reasonable attorney's fee. FLORIDAWEST may, at its sole option, defend itself or allow Attorneys to provide the defense. Attorneys acknowledge that ten dollars (\$10.00) of the amount paid to Attorneys is sufficient consideration for Attorneys' indemnification of FLORIDAWEST.

**Acknowledgement**

The Client acknowledges that the Attorneys have made no guarantees regarding the outcome of the Client's case or about issues that may be decided by any court. Statements made by the Attorneys regarding the likely outcome or range of outcomes are only the Attorneys' opinion and not guarantees of outcome.

The parties acknowledge the execution of two originals.

By signing below, the Client agrees to representation by the Attorneys in this matter, under the terms set forth in this Agreement.

**CLIENT**

**FLORIDAWEST ECONOMIC  
DEVELOPMENT ALLIANCE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTORNEYS**

\_\_\_\_\_  
MARGARET T. STOPP  
Moore, Hill & Westmoreland, P.A.  
Maritime Place | Suite 100  
350 West Cedar Street  
Post Office Box 13290 (32591-3291)  
Pensacola, Florida 32502  
(850) 434-3541

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attachment 1  
List of Potential Conflicts

A complete list of clients who (which), at the time of the response, are represented by the firm and who (which) may have actual or potential conflicts with the interests of the Board and the nature of such representation, in order to allow the Evaluation Committee and the Board to be fully apprised of the nature and extent of such representation.

Actual or potential conflicts with the interests of FloridaWest and the nature of the representation are as follows: None.

Attachment 2  
Equal Opportunity/Affirmative Action Statement

1. The Firm agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

2. The Firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Additionally, the Firm utilizes the services of Landrum Professional Employer Services and incorporates the following Equal Employment Opportunity statement as a part of its employment practices:

Landrum's firm policy is that all persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, Landrum advises its customers to make every effort to employ and promote the most qualified individuals without regard to the above factors. If you have a disability and need reasonable accommodations, you should request such accommodations from Landrum's Operations Manager at 476-5100.



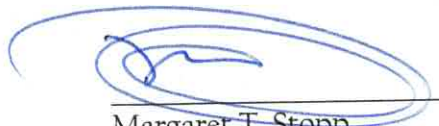
Margaret T. Stopp  
Shareholder

MOORE, HILL & WESTMORELAND, P.A.  
Maritime Place | Suite 100  
350 West Cedar Street  
Post Office Box 13290 (32591-3290)  
Pensacola, Florida 32502

Attachment 3  
Certification Regarding Debarment, Suspension,  
and Other Responsibility Matters

The Firm certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/response had one or more public transactions (Federal, State, or local) terminated for cause or default.



Margaret T. Stopp  
Shareholder

MOORE, HILL & WESTMORELAND, P.A.  
Maritime Place | Suite 100  
350 West Cedar Street  
Post Office Box 13290 (32591-3290)  
Pensacola, Florida 32502



Attachment 4  
Affidavit Certification Immigration Laws

FloridaWest will not intentionally award FloridaWest contracts to any firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act).

FloridaWest may consider the employment by any Firm of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Firm of the employment provision contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by FloridaWest.

RESPONDENT ATTESTS THAT THE FIRM IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: MOORE, HILL & WESTMORELAND, P.A.

Signature:  Title: Shareholder  
Margaret T. Stopp

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Sworn to and subscribed before me this 28<sup>th</sup> day of February, 2019.

Personally known ✓

OR Produced Identification:

\_\_\_\_\_  
(Type of identification)

Tami K. Stokes  
NOTARY PUBLIC  
Notary Public – State of Florida  
My commission expires: June 11, 2020

Tami K. Stokes  
Printed, typed, or stamped commission name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



TAMI K. STOKES  
Commission # FF 981343  
Expires June 11, 2020  
Bonded Thru Troy Fain Insurance 800-385-7019

FLORIDAWEST RESERVES THE RIGHT TO REQUEST SUPPORTING  
DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

Attachment 5  
**Insurance Certification Form**

To indicate that Firm understands and is able to comply with the required insurance, as stated in the RFQ document, the Firm shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

1. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

  X   YES        NO

Commercial General:  
Liability:

Indicate Best Rating: A  
Indicate Best Financial Classification: XI

Automobile Liability:

Indicate Best Rating: A  
Indicate Best Financial Classification: XI

Professional Liability:

Indicate Best Rating: A  
Indicate Best Financial Classification: VI

2. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

  X   YES        NO

Indicate Best Rating: A  
Indicate Best Financial Classification: X

If answer is NO, provide name and address of insurer: N/A

3. Is the Firm able to obtain the required types and limits of coverage for this RFQ, as identified within the solicitation package? Be sure to carefully review and ascertain that the Firm either has coverage or will place coverage at these or higher levels.

  X   YES (See also Representation Agreement)        NO

Please mark the appropriate box:

Coverage is in place:   X    
(See also Representation Agreement)

Coverage will be placed, without exception                                 

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct, with specific reference to the Insurance provision in the Representation Agreement.

Name: Judith A. Pinette

Signature: 

Date: 02/27/2019

Title: Legal Administrator  
(Company Risk Manager or Manager with Risk Authority)

Attachment 6  
Drug Free Work Place Form

Drug-Free Work Place:      Yes   X                        N/A       

If Yes, please complete the form.

The undersigned proposer hereby certifies that the Firm through Landrum Professional Employer Services does:

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.


Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified above.

In the statement specified above, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

Proposer's Signature:   
Judith A. Pinette, Legal Administrator  
MOORE, HILL & WESTMORELAND, P.A.

Date: 02/27/2019



# BUSINESS LICENSES

City of Pensacola  
and  
County of Escambia

**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

ACCOUNT # 122461

LOCATION 350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911

**LOCAL BUSINESS TAX**

**2018 - 2019**

EXPIRES : 09/30/2019

RECEIPT # 103016

OWNER(S): STOPP MARGARET T

007000 Lawyer

Post in Conspicuous Place

STOPP MARGARET T  
350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911

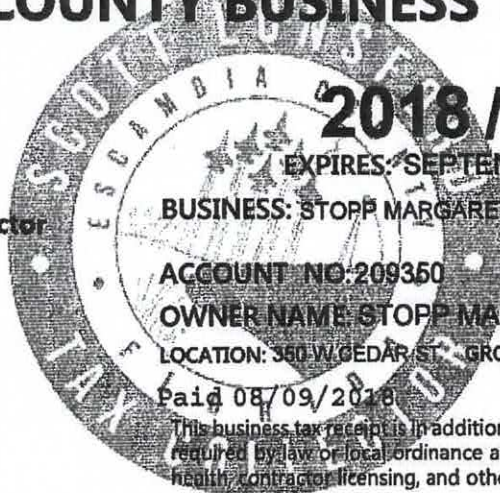
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

STOPP MARGARET T

PO BOX 13290  
PENSACOLA, FL 32591-3290



**2018/2019**  
EXPIRES: SEPTEMBER 30, 2019

BUSINESS: STOPP MARGARET T

ACCOUNT NO: 209350

OWNER NAME: STOPP MARGARET T

LOCATION: 380 W. CEDAR ST. GROUP TYPE: 48108 TOTAL: 26.25

Paid 08/09/2018

26.25

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THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

## Scott Lunsford · Escambia County Tax Collector

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**CITY OF PENSACOLA, FLORIDA**

**LOCAL BUSINESS TAX**

**Ashton J. Hayward, Mayor**

**2018 - 2019**

**ACCOUNT # 116069**

**LOCATION 350 CEDAR ST  
PENSACOLA, FL 32502**

**EXPIRES 09/30/2019**

**RECEIPT # 102556**

**OWNER(S): HILL LARRY**

**007000 Lawyer**

**Post in Conspicuous Place**

**HILL LARRY  
PO BOX 13290  
PENSACOLA, FL 32591-3290**

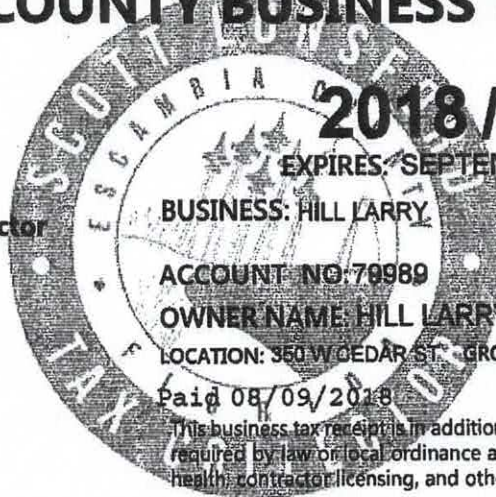
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

HILL LARRY

P O BOX 13290  
PENSACOLA, FL 32591



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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

**ACCOUNT # 119545**

**LOCATION 350 CEDAR ST  
PENSACOLA, FL 32502**

**007000 Lawyer**

**Post in Conspicuous Place**

**LOCAL BUSINESS TAX**

**2018 - 2019**

**EXPIRES 09/30/2019**

**RECEIPT # 102819**

**OWNER(S) BEALL CHARLES JR**

**BEALL CHARLES JR  
PO BOX 13290  
PENSACOLA, FL 32591-3290**



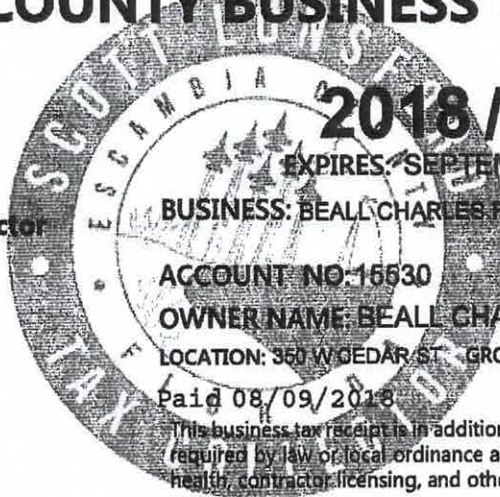
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

BEALL CHARLES F, JR

P O BOX 13290  
PENSACOLA, FL 32591



**2018/2019**

EXPIRES: SEPTEMBER 30, 2019

BUSINESS: BEALL CHARLES F, JR

ACCOUNT NO: 16630

OWNER NAME: BEALL CHARLES F, JR

LOCATION: 350 W CEDAR ST GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

**ACCOUNT # 119775**

**LOCATION 350 CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502**

**007000 Lawyer**

**Post in Conspicuous Place**

**LOCAL BUSINESS TAX**

**2018 - 2019**

**EXPIRES 09/30/2019**

**RECEIPT # 102844**

**OWNER(S): MEAD GEORGE RODERICK II**

**MEAD GEORGE RODERICK II  
PO BOX 13290  
PENSACOLA, FL 32591-3290**



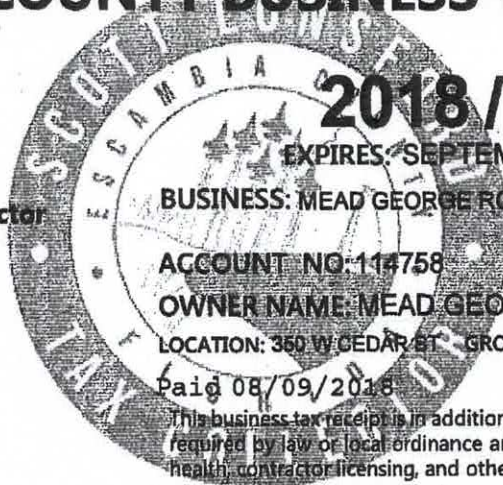
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

MEAD GEORGE RODERICK II

PO BOX 13290  
PENSACOLA, FL 32591



**2018 / 2019**

EXPIRES: SEPTEMBER 30, 2019

BUSINESS: MEAD GEORGE RODERICK II

ACCOUNT NO: 114758

OWNER NAME: MEAD GEORGE RODERICK II

LOCATION: 350 W CEDAR ST. GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

**ACCOUNT # 121709**

**LOCATION 350 CEDAR ST  
PENSACOLA, FL 32502**

**007000 Lawyer**

**Post in Conspicuous Place**

**LOCAL BUSINESS TAX**

**2018 - 2019**

**EXPIRES: 09/30/2019**

**RECEIPT # 102969**

**OWNER(S): WOODWARD DOUGLAS S**

**WOODWARD DOUGLAS S  
PO BOX 13290  
PENSACOLA, FL 32591-3290**



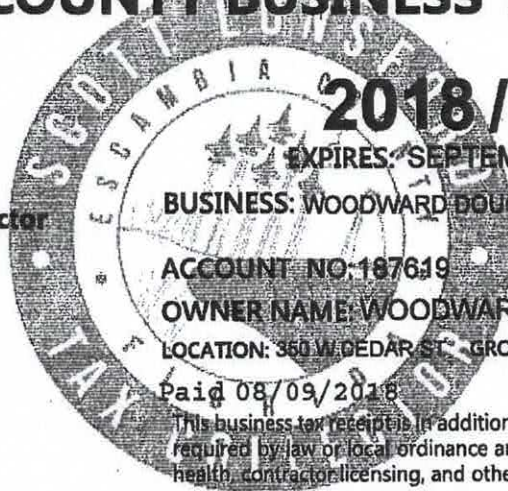
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

WOODWARD DOUGLAS S

P O BOX 13290  
PENSACOLA, FL 32591



**2018/2019**

EXPIRES SEPTEMBER 30, 2019

BUSINESS: WOODWARD DOUGLAS S

ACCOUNT NO: 187619

OWNER NAME: WOODWARD DOUGLAS S

LOCATION: 350 W CEDAR ST GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

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**CITY OF PENSACOLA, FLORIDA**

Ashton J. Hayward, Mayor

ACCOUNT # 127529

LOCATION 350 CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502

007000 Lawyer

Post in Conspicuous Place

**LOCAL BUSINESS TAX**

**2018 - 2019**

EXPIRES 09/30/2019

RECEIPT # 110911

OWNER(S): DANIEL M EWERT

DANIEL M. EWERT  
350 CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502



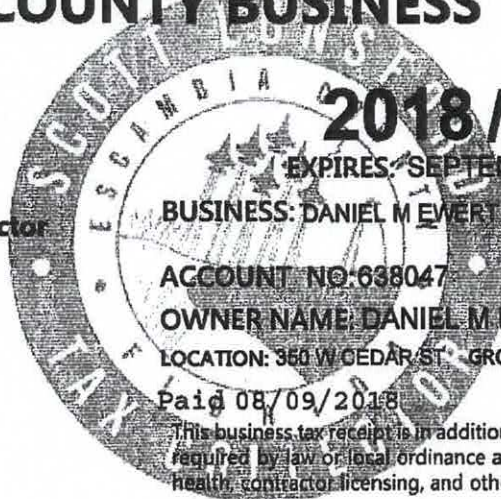
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

DANIEL M EWERT

P O BOX 13290  
PENSACOLA, FL 32591



LOCATION: 360 W CEDAR ST GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018 26.25  
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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

**ACCOUNT # 140542**

**LOCATION 350 CEDAR ST  
SUITE 1000  
PENSACOLA, FL 32502**

**007000 Lawyer**

**Post in Conspicuous Place**

**LOCAL BUSINESS TAX**

**2018 - 2019**

**EXPIRES 09/30/2019**

**RECEIPT # 116757**

**OWNER(S): ROBERT A ANDRADE**

**ROBERT A ANDRADE  
PO BOX 13290  
PENSACOLA, FL 32591-3290**



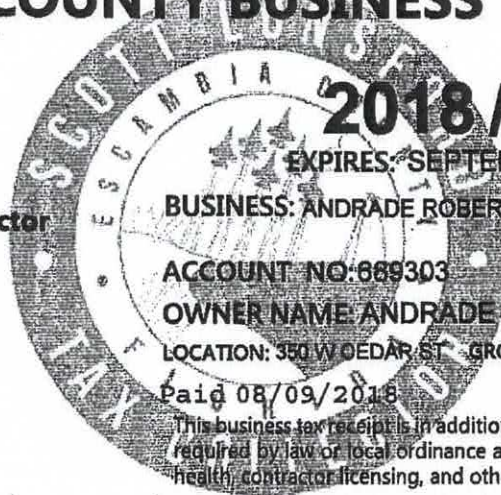
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

ANDRADE ROBERT A

PO BOX 13290  
PENSACOLA, FL 32591-3290



**2018/2019**

EXPIRES: SEPTEMBER 30, 2019

BUSINESS: ANDRADE ROBERT A

ACCOUNT NO: 889303

OWNER NAME: ANDRADE ROBERT A

LOCATION: 350 W CEDAR ST GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

ACCOUNT # 144578

LOCATION 350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911

**LOCAL BUSINESS TAX**

**2018 - 2019**

EXPIRES : 09/30/2019

RECEIPT # 118569

OWNER(S): TIFFANY T WOODWARD

007000 Lawyer

Post in Conspicuous Place

TIFFANY WOODWARD  
350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911



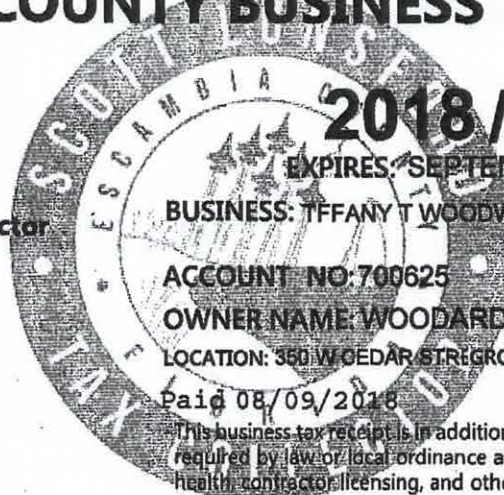
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

TFFANY T WOODWARD

PO BOX 13290  
PENSACOLA, FL 32591



BUSINESS: TFFANY T WOODWARD

ACCOUNT NO: 700625

OWNER NAME: WOODARD TIFFANY T

LOCATION: 350 W CEDAR ST GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

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**CITY OF PENSACOLA, FLORIDA**

**Ashton J. Hayward, Mayor**

**ACCOUNT # 144828**

**LOCATION 350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911**

**007000 Lawyer**

**Post in Conspicuous Place**

**LOCAL BUSINESS TAX**

**2018 - 2019**

**EXPIRES: 09/30/2019**

**RECEIPT # 118677**

**OWNER(S): HALEY J MULL**

**HALEY J MULL  
350 W CEDAR ST  
SUITE 100  
PENSACOLA, FL 32502-4911**



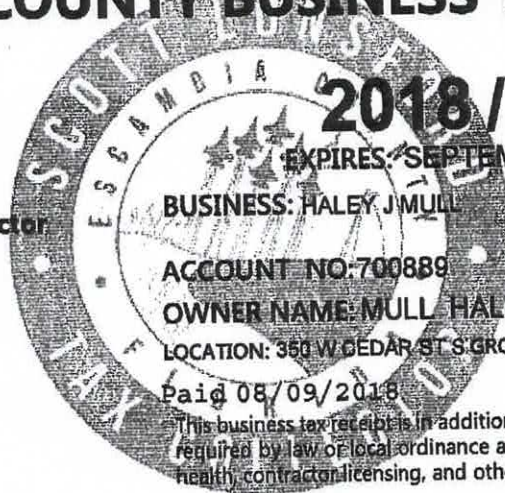
# ESCAMBIA COUNTY BUSINESS TAX RECEIPT



**Scott Lunsford**  
**Escambia County Tax Collector**  
ATTORNEY

HALEY J MULL

PO BOX 13290  
PENSACOLA, FL 32591



**2018/2019**

EXPIRES: SEPTEMBER 30, 2019

BUSINESS: HALEY J MULL

ACCOUNT NO: 700889

OWNER NAME: MULL HALEY J

LOCATION: 350 W CEDAR ST S GROUP TYPE: 46108 TOTAL: 26.25

Paid 08/09/2018

26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

## Scott Lunsford • Escambia County Tax Collector

[EscambiaTaxCollector.com](http://EscambiaTaxCollector.com)

[facebook.com/ECTaxCollector](https://www.facebook.com/ECTaxCollector)

[twitter.com/escambiatc](https://twitter.com/escambiatc)

**To renew, verify, or make address changes to your Business Tax Receipt, visit our payment center at [EscambiaTaxCollector.com](http://EscambiaTaxCollector.com).**

Contact our office by email at [ectc@EscambiaTaxCollector.com](mailto:ectc@EscambiaTaxCollector.com) if any of the following changes occur with your business:

- Ownership
- Location
- Name

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

All business tax receipts expire September 30 of each year.

**Note:** If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business. This provision also applies to fire sales.

**BUSINESS OWNER:** You may be eligible to use the installment plan to help manage your cash flow and pay your tangible personal property taxes. More information is available at [EscambiaTaxCollector.com](http://EscambiaTaxCollector.com).

A business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

FloridaWest Economic Development Alliance  
RFQ Evaluation Score Sheet

Respondent: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Criteria	Maximum Points Available	Points Awarded
Qualifications: Knowledge of authorizes/public entities; experience of the personnel who will be working on FloridaWest matters; Martindale-Hubbell AV Firm Rating	50	
Firm's Ability to Provide Support to the FloridaWest Board	30	
Fees and Costs:	15	
Other Factors or conditions affecting the proposer's performance under this RFQ and needs of the FloridaWest Board		
<b>Total Points:</b>	<b>100</b>	

February 12, 2019

Dear Sir or Madam:

The FloridaWest Economic Development Alliance is accepting proposals from IT Service firms. We invite your firm to submit a proposal to us due by 5:00 pm on March 8<sup>th</sup>, 2019 for consideration. A description of our organization, the services needed, and other pertinent information follows:

### **Background of FloridaWest**

FloridaWest Economic Development Alliance was established October 1, 2014 and is (501(c)(6) not for profit status.

There are currently 5 full-time employees located at our main office at 3 West Garden Street, Suite 618 in Pensacola, FL 32502. We are anticipating an additional full-time employee at this location in the near future. There are an additional 2 full-time employees at our offsite Co:Lab location at 418 West Garden Street, Suite 202, Pensacola, FL 32502.

### **Services to Be Performed**

The FloridaWest Economic Development Alliance is seeking comprehensive managed infrastructure and network services. The winning vendor will provide 24/7 hardware (server, desktop/laptop), network, and software support and monitoring, help desk, back-ups, remote access and on-site support, website maintenance, data storage and retrieval capabilities, inventory control and management (hardware and software), security, and disaster recovery. To accomplish this, it is expected that the winning vendor will be able to work effectively with other FloridaWest vendors (such as proprietary software vendors and internet service providers) as well as our existing hardware and software, to make the IT System a seamless process to the end user.

### **Existing Infrastructure**

FloridaWest currently operates via a virtual desktop application due to the need to log into different types of devices and to share files with other staff. We have Surface Pros, laptops, desktops, iPads, iPhones, Android phones, TVs, a server, a backup tower, and printers. The team is highly reliant on syncing email accounts with apple and android phones for email and calendar functions. Our desktops use Windows 7 and 10, Outlook 365, QuickBooks, and Microsoft Office.

### **Key Personnel**

The following is the key contact for information you may seek in preparing your proposal:

- Melissa Stoker, Operations Manager, FloridaWest: [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com)

## Response to this Request for Proposal

Responses should include:

- Brief history of firm and its Pensacola office.
- List of existing and past Escambia County clients.
- List of proposed key personnel, their specific, and the firm's staffing strategy for the services to be provided.
- Fee for services provided. Please provide fees for year 1, year 2, year 3, & year 4 services.

All responses should be received no later than 5:00 pm CST on March 8<sup>th</sup>, 2019.

Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the firm may discover shall be directed in writing to Melissa Stoker. Such written questions and requests shall be: (1) received by March 4<sup>th</sup>, 2019 no later than 5:00 PM Central Standard Time; (2) signed by a person authorized to contractually bind such firm; and/or (3) directed to [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com) by the firm by e-mail. Answers to such questions will be responded to within 24 hours.

Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Melissa Stoker concerning this RFP.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Agency Contact. Respondents assume the risk for the method of delivery chosen. FloridaWest assumes no responsibility for delays caused by any delivery service. ***Proposals may be transmitted using electronic mail.***

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of FloridaWest and will not be returned.

FloridaWest may ask a Proposer to come in for a presentation or interview. If an interview is requested, the proposed key project staff, as identified in the proposal, must be in attendance.

***Proposals are due no later than 5:00 PM Central Standard Time, March 8<sup>th</sup>, 2019.***

### Most Favorable Terms

Award of the contract resulting from this RFP will be based upon the most responsive and responsible Vendor whose offer will be the most advantageous to FloridaWest in terms of cost, functionality, strategy, and experience.

FloridaWest Reserves the right to:

- i.Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Vendor;
- ii.Accept other than the lowest priced offer;
- iii.Award a contract on the basis of initial offers received, without discussions or requests for best and final offers; and
- iv.Award more than one contract.

Vendor's proposal shall be submitted in several parts set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for FloridaWest's evaluation of the Vendor's proposal.

In order to address the needs of this procurement, Vendors may choose to work cooperatively to present a fully integrated solution. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best component and the database maintenance component being provided for under this RFP. FloridaWest will recognize the integrity and validity of Vendor team arrangements that provide that:

The arrangements are identified and relationships are fully disclosed, and

The prime Vendor is designated that will be fully responsible for all contract performance.

### **Proposal Content**

Proposal Content should consist of the following:

- Executive Summary
- Approach and Methodology
- Management Deliverables and Reports
- Project Team Staffing
- Detailed and Itemized Pricing

### **Executive Summary**

This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

### **Approach and Methodology**

Proposer must respond to each task/deliverable in the Scope of Work section and include:

1. The proposer's overall support strategy/philosophy.
2. The approach proposer will take to carry out the work objective.
3. FloridaWest currently does not have on-site personnel that handle IT issues within their respective departments. Discuss how you would address solving problems with personnel that do not have a foundational knowledge in Information Technology.
4. Assumptions (i.e., requirements, risks, and expectations used to develop the proposal).
5. An explanation of the problem reporting and resolution process that describes the Proposer's support plan, including tiers, service levels, call escalation, the person(s) authorized to close program reports, etc.

### **Management Deliverables and Reports:**

Include descriptions of any reports used to summarize and provide detailed information for managed services customers. Include sample reports as attachments to the proposal to provide an example of the types of reports that will be provided for this engagement.

### **Project Team Staffing:**

Include biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members.

### **Detailed and Itemized Pricing:**

- i. Include a fee breakdown based on your pricing model.
- ii. What is the pricing model? Fixed fee, hourly rate, hybrid, other?
- iii. What services are included in the pricing? Address specifically the following (and feel free to include anything not included in this list):

1. On-site time
2. Help Desk Support
3. Response time / problem resolution time
4. Travel time
5. Vendor Management
6. Training
7. Regular in-person business review
8. Regular reporting on system health in business terms
9. Response to major system problems or outages

## Scope of Work

Requirements:

The company awarded this RFP will work with the FloridaWest Staff to provide a seamlessly integrated system of support for all IT services. ***Please include email management and support separately as part of your proposal.***

Include a detailed description of each major type of work being requested of the vendor. All information that is provided will be held in strict confidence during the selection process. The proposal should address each of the following:

## Overall:

Evidence that you understand FloridaWest, including an understanding of the work performed in this organization;

Evidence of ability to deliver on time and on budget.

## Managed Services

- Describe your Service Level Agreements (SLAs), including client's ability to defer payment if service terms are not met;
- FloridaWest's hours of operation are primarily 8:00 AM – 5:00 PM Monday through Friday. However, some late mornings and evenings, and traveling is required of much of the staff. Describe the support model for all hours of operation.
- Emergency Support Options
- Is your support model all-inclusive? If not, what is not included?
- Does in-person response, review, and other contact rotate among support staff?
- Your proposal should address all of the following:
  - o Server Support
  - o Network Support
  - o Desktop, Laptop, and Mobile Device Support
  - o License Management
  - o Help Desk Support
    - It is limited to a quota of calls?
    - What are the help desk hours?
    - Who can call the help desk?
    - Is help desk staff local? If not, where are they located?
    - What is your average response time and problem resolution time?



- Are help desk staff employees of the support company or subcontracted?
- Are help desk staff full-time?
- What is the skill/certification level of first-level help desk staff?
- Vendor management
- Other User Support (not included above)
- Internet Service Providers
- Security of Equipment and Data
- Security Plan for Remote Processing
- Support for IT Operational Recovery Plan
- Reporting to FloridaWest
- Assistance with development of FloridaWest IT policies and procedures:
  - Who is responsible for managing, monitoring and responding to systems?
  - Is training provided? Is it part of the “package,” or costed separately? If separately, please provide cost information and provide information about what kind of training you provide.
  - In what instances would we incur extra costs?
  - What kind of insurance coverage does the company have? Are you willing to name FloridaWest as an additional insured? Please include a copy of your current certificate of insurance.
  - **We are subject to the State of Florida’s Government-in-the-Sunshine law as outlined in F.S. Sections 286.011 – 286.012. Please explain your storage and retrieval capabilities.**
  - Explain your process for handling special requests or projects from your clients.

Special Accommodation - Any person requiring a special accommodation at the Opening of Responses because of a disability should call the Staff Contact at (850) 898-2201 no less than three (3) workdays prior to the meeting. Persons who are hearing or speech impaired should contact the Staff Contact via email at [mstoker@floridawesteda.com](mailto:mstoker@floridawesteda.com).

Equal Opportunity/Affirmative Action Requirements - The firm shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the firm shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 1. The Equal Opportunity Statement, the Firm shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

Contract - The successful firm will be required to enter into a contract with FloridaWest.

- a. By submitting a Response, the firms acknowledge and agree to comply with the following if they become the firm chosen by the Board:
- b. Terms and Cancellation - The contract will be for an initial term of approximately two years, with FloridaWest's option to renew for additional terms negotiated with the FloridaWest Board. The contract will be monitored for acceptable services rendered throughout the contract term.

Ethics - FloridaWest reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

The Firm acknowledges that the FloridaWest is subject to the provisions of chapter 110, F.S., relating to public records, and that reports, invoices, and other documents the Firm submits to the FloridaWest under this agreement may constitute public records under Florida Statutes. The Firm shall cooperate with the FloridaWest regarding FloridaWest’s efforts to comply with the requirements of chapter 119, F.S.

## **Evaluation of Proposals**

FloridaWest's Evaluation Committee will review all responses and present a summary of their review and recommendation to the full FloridaWest Board of Directors, from which a firm will be selected. Primary evaluation criteria will be based on a maximum of 100 possible points, broken down as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Firm's Experience	35
Staffing strategy for services to be provided	15
Fee for services to be provided	50

FloridaWest reserves the right to refuse and reject any or all responses as may be in the best interest of FloridaWest, and to waive any and all informalities.

## **Engagement Period**

The engagement period of our auditing firm is expected to be for a one year period with the option to extend for additional years with board approval. Renewal of additional years of services will be performance based and mutually agreed upon by FloridaWest and the selected firm.

Sincerely,

Scott Luth  
Chief Executive Officer  
FloridaWest Economic Development Alliance

**ATTACHMENT 1**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The firm hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Title:

Firm:

Address:

Antler, Inc.  
1507 North Palafox Street  
Pensacola, Florida 32501  
[www.ITWorldClass.com](http://www.ITWorldClass.com)

Florida West Economic Development Alliance  
ATTN: Melissa Stoker, Operations Manager  
3 West Garden Street  
Suite 618  
Pensacola Florida, 32502

Thank you for considering Antler, Inc. for support of your Information Technology systems.

### **Executive Summary**

Antler, Inc. has been providing IT support for clients in Pensacola and nationally since 1997. I will provide a few references as required but I can provide many more in a wide variety of business size and type. For the protection of our clients and our intellectual property, we cannot provide a list of our clients. Each reference listed has given permission for us to do so. Our larger clients have over 100 computers (PC and Mac). We also have business clients with as few as one or two computers. We have clients in fields from architecture to scrap yards. We have several medical clients including two medical facilities in Virginia, one in Texas, one in Pennsylvania, and some in the local area. We support many animal hospitals in the panhandle area and some on both coasts of South Florida. We have government clients, store fronts, law firms, and many small businesses.

Most clients prefer a monthly service plan; all of those are on a month to month basis. We do not lock anyone into a contract to keep their business. We earn their business every month. We started offering service plans in 2004 when we became a full-time business. Most of the clients we signed up in 2004 are still with us and still paying the same price they started with.

### **Approach and Methodology**

Calls are answered by a staff person in our office (Normally our Service Manager, Dale, or our Office Manager Nicky) during normal office hours. We do not use a call center or auto attendant. Your call will be routed to one of your primary technicians or the first available technician. You may always request a specific technician in which case the work may have to be scheduled for when that technician finishes with another client. Most calls are handled right away through remote support or on-site visit. Our references will confirm we have a very fast response/resolution time. We also have an email address you can use for support for less time-sensitive issues. That address is monitored during business hours and requests are documented and tracked to completion. Antler's business office is open Monday through Thursday 8-4 and Friday 8-12. During the times that our office is closed, we have our own local technicians on call for response to urgent after-hours work. You will only need to call one number for support during or after business hours. That number is forwarded to our on-call technicians during non-business hours.

We will ask for one or two primary contacts from within your organization whom are authorized to direct us. We understand we may also receive calls/requests from any other users after hours. Most of our clients do not have in-house personnel to handle even the smallest IT issue. We fill that role for them.

### **Management Deliverables and Reports**

On our first visit to a new client, we normally build a report of each component of your system and advise you of any urgent or recommended changes. We will ensure you have updated security software, a valid backup procedure (on site and off), solid network architecture, and remote support. We will scan your computers for malware and unauthorized remote accesses. We have a proprietary database to conduct and document this survey but can build customized reports for you if desired.

We assist clients in developing and implementing a reliable disaster preparedness plan. We also assist in developing and enforcing an AUP (Acceptable Use Policy) so computer users will know what they can and cannot do on your technology systems.

In the case of Florida West, we have been maintaining your systems since March of 2016. Our Agents are installed on your systems. At a glance of my management console, I can see your computers have up-to-date antivirus (endpoint protection), ample hard drive space available, and are not reporting hard drive errors.

### **Detailed and Itemized Pricing**

Our all-inclusive service plan price for labor to maintain the IT systems of Florida West Economic Development Alliance is \$800/month. There are no after-hours or weekend charges or separate charges for training. There are no trip fees or extra charges for working on site or after hours. The only exception would be for major wiring or forensic work and replacement parts/hardware. Minor wiring repairs are included. We operate as if we are your in-house IT department and part of your team. We will keep you advised on a regular basis as to the health of your system and will advise you of best practices for security and your AUP is not followed. We also advise when it is time to replace rather than repair in house systems. We are available as your advisor whenever you are considering changing software products, copier/printer vendor, internet service provider, etc. We work with several printer vendors on behalf of clients in the local area. In many cases, we save clients the cost of a printer vendor visit as we work with them to resolve issues.

Although we do not provide an exact response time for each call Florida West's experience with Antler will attest most calls are completed the same day and even within the same hour. Things that can affect our response time are big events/storms that affect the entire area. In those cases, we always take care of service plan/contract clients first and prioritize based on the impact to your mission.

All our managed services clients have our proactive agent installed on their computers. This agent includes automated updating, monitoring of hardware and connectivity, remote access for the client and support, and endpoint antivirus. There is no separate fee for antivirus, it is included with our agent.

We are App River Gold Level Partners. We highly recommend using AppRiver with Office 365 for your Microsoft Exchange Services. Your AppRiver Office 365 email is currently provided by Antler.

**Fee Summary:** The below prices are valid regardless of contract terms. We do not require a long-term contract to get our lowest price.

<b>Service</b>	<b>Comment</b>	<b>Price</b>
Proactive Onsite Service Plan for your current computers and support of other peripherals and other devices	This is for unlimited support of your systems with NO ADDITIONAL CHARGES FOR PHYSICAL ON SITE OR REMOTE SUPPORT. This price was recently adjusted and is effective April 1 <sup>st</sup> , 2019.	800.00
Office 365 Email Only per account		4.95
Office 365 Premium Email (Includes Microsoft Office Applications on up to 5 computers per user and up to 1 Terabyte of OneDrive Storage per user)		14.95
One Drive for Business (you have one separate account)		5.95
Appraver Secure Tide Email Filtering	Normally \$50 Retail Minimum	No Charge
On Line Backup Service (Data Only)		49.99
Backup and Disaster Recovery (Includes data backup and full image of server which can be used live and can be used for a bare metal server restore).	You do not currently have this service. If taken, it would replace the "On Line Backup Service" for a net increase of \$150.	199.00
Per Trip Fee		No Charge
After Hours/Weekend Support		No Charge
Printer/Router/Switch/Smartphone/TV Support	Support of all office IT equipment and smart phones is included for clients with proactive service plans	No Charge
Equipment Moves	When Florida West moved from their previous location, Antler moved and installed all equipment and mounted the large screen TV on the conference room wall. We also coordinated all IT aspects of the transition with the internet service provider, building management, etc.	No Charge

## **Appendix: References**

1. Escambia Santa Rosa Bar Association Jeff Nall, Executive Director. 850-529-7662 (Client since 2004)
2. GSI Recycling Rick Rawls, Owner. 850-554-2480 (Client since 2004)
3. Santa Rosa Island Authority Manager/Director of Environmental and Developmental Services, Mr. Paolo Ghio. 850-554-4291. (Client since 2007)
4. Blues Angel Music Valarie Bernardo (assistant to the owner) or Nan (owner), 850-457-7757 (Recently Switched from another local IT provider)

## **Appendix: Company Overview**

Our official registered name is Antler, Inc. We also have a DBA as Computer Consulting (our former name). Our office is located just 1.3 miles or 5 minutes from your Garden Street office. Our main number is 850-857-7707. This number also reaches our on-call technicians after hours.

My mobile number is 850-375-9508. I am the only company owner and the only one authorized to contractually bind the organization.

We began part time in 1997 and incorporated (originally as Computer Consulting and Training, Inc.) in 1999. We became a full-time managed service provider in June of 2004. We have enjoyed slow, steady growth since that time. We changed our corporation name in 2007 to Antler, Inc. We purchased our own building on Palafox Street in 2015 and plan to continue growing and hiring.

We have no potential conflicts of interest and have never had any lawsuits nor is any pending. Antler is an equal opportunity employer. We are committed to the principles and practices of equal opportunity in employment and agree to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

## **Closing**

Thank you for the opportunity to bid to keep your business. We sincerely appreciate it. We will continue to strive to exceed your expectations every time you call for support. I realize those are easy words for any IT company to say, but my references and your experience will back us up on that statement. We can provide references from various other types of local and long-distance clients if needed. Please don't hesitate to call or email if you have any follow-up questions or would like to meet again in person. I will look forward to speaking with you again soon.

Dennis LaMontagne  
President, Antler Inc.

ATTACHMENT 1

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The firm hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. 2. The firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Title: President

Firm: Antler, Inc.

Address: 1507 North Palafox St., Pensacola, FL 32501



# Response to IT Services RFP for Florida West Economic Development Alliance

By



*Presented to:*

**Scott Luth**



*Drafted by:*

**Jay Smith**

**Data Revolution**

**850-525-5858**

# Executive Summary

Data Revolution LLC is in a unique position to offer Florida West EDA the best solution for a comprehensive managed infrastructure and network services. We already manage the network infrastructure at Co:Lab Pensacola. Our solution response, in addition to meeting/exceeding all the requirements outlined in your request, would also allow seamless network connectivity with Co:Lab Pensacola.

Our solution is a turn-key, complete managed network solution with 24 X 7 monitoring, 8 X 5:30 management, with 24-hour emergency service available. We are offering guaranteed response times, and a complete solution including Network, Hardware, and Vendor Management (meaning we will call other vendors involved in issues and remain the single point of contact).

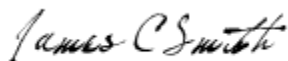
This solution starts with a fully managed Linux Firewall solution on the SympyFi platform, which provides options for fully integrated Active Directory services, Intrusion Prevention Services, along with SD WAN, which is what enables both physical locations to behave as one network. We also maintain the existing Server, and all user PC's. Finally, we will configure your network for ease of use, making it easy to access and share files with each other from anywhere you have internet access.

The tools we have in place will allow us to quickly access information and solve issues. When a user has an issue with their local PC, we can remote into and help resolve this issue to save time and money.

There is a lot of information in this proposal and we invite/encourage an in-person discussion at your convenience.

Thank you again for the opportunity to propose this solution for your organization – **We are looking forward to working with you on this project.**

Sincerely,



Jay Smith  
Data Revolution LLC

# Approach and Methodology

## **1. Overall Support Strategy/Philosophy:**

At Data Revolution, our approach to support is simple...we take ownership of any and all issues. When we become your managed service provider, we become responsible. Regardless of where the issue lies, or how many companies are involved, we become the single point of contact for you, and we will involve any and all parties to get resolution as quickly as possible.

## **2. Approach**

That starts with a deep dive Network Assessment. During the network assessment we gather all the information and understanding we can about your current network, including contact information, administrator credentials, and documentation you have. We talk to your key people about issues and get a deeper understanding of the current network.

Next, we get ourselves added as the point of contact and authorized user with all other vendors. That way, we can be the lead and project manage all other technology related vendors (Read: no more calls to Cox Tech Support...we do that type of thing for you). Part of this is moving services you currently have like o365 under our management umbrella. That way, we know you are on strong platforms that we have access to and can manage.

Finally, we implement our monitoring and management software and tools. We put state of the art Antivirus on PC's and the Server. We setup security in the firewall. We install monitoring software to make sure all software is up to date with correct security patches, etc. Our Software also allows us to configure alerts. Alerts for equipment or services down, failed updates, hardware and software issues and potential failures, etc.

## **3. Working with your personnel**

This is one of the strengths of our process. We use an industry leading tool called Solar Winds. When a user has a problem with their PC, we can remote into it and fix it while they watch. Usually, we are on the phone with the user at the same time and can explain what we are doing. Many of our clients' novice users learn how to

fix simple things on their PC over time by watching our techs, saving themselves time and our clients money.

#### **4. Assumptions**

Our assumptions in preparing this proposed solution include:

- You have or can get administrator access to your systems and equipment.
- You have contact numbers, account numbers, PINs, and any other required information for us to be able to log in and take over management of your technology related services.
- We can move your o365 accounts under our management umbrella. We use AppRiver in Gulf Breeze for o365.

#### **5. How to report a problem and our resolution process**

Our helpdesk is our support team. We are all local and share a voicemail and email box. Someone is on call 24X7.

When you have an issue, there are multiple ways to alert our support team. Sending an email to [support@datarevs.com](mailto:support@datarevs.com) or calling our main number 850-972-9972 and pressing prompt 1 for “support” lead to the same result, regardless of day and time.

It is very important that the caller/sender be able to provide the following information:

- Their name and contact information including a phone number and email.
- A description of the issue, with as much detail as they have.
- Whether it is Priority 1, 2, or 3.
  - Priority 1 is URGENT and will be addressed as quickly as we can.
  - Priority 2 is IMPORTANT and will be addressed immediately following any Priority 1 issues we are working on.
  - Priority 3 is LOW and can be scheduled for a later date and time.

During business hours, a live person usually answers support calls. They will enter a ticket, assign the ticket to a technician, and give the estimated time to repair. The technician will contact you directly and schedule/begin the work.

If a live person does not answer or it is after hours, you can either leave a voice mail, send an email, or both. All paths are copied to the entire support team at once. During non-business hours, we have a 24X7 technician on call. Based on the priority, they will immediately contact you and schedule/begin support. Note, after hours service rates apply.

When we believe the trouble is resolved, we ask you to confirm it. Then the support ticket resolution description and time entries are entered into the ticket and it is closed. On the First of each month, we send 1 invoice, with all service tickets on it, complete with time, description, and resolution.

## Solution Overview/Scope of work

This solution starts with installing a fully managed Linux Firewall solution from the Data Revolution. This platform provides options for fully integrated Active Directory services and Intrusion Prevention Services.

Further, the Co:Lab location already uses this service! This secure solution allows us to create a seamless SDWAN connecting Co:Lab Pensacola with your site, effectively making you one network, which allows you to share resources easier than before:

- You can setup and print to each other's printers
- You can view the Co:Lab surveillance system easily.
- Co:Lab can access your server from their PC without complicated processes.
- You can share a folder tree (access the same folders from the windows explorer on all PC's, as well as map in drives at either location.

**Also, we will move under our management umbrella and correctly configure your o365 and OneDrive accounts for each user so that you can store and share encrypted versions of important folders and files, giving access to only the people that need access to them from any device, anywhere they have an internet connection.**

Additionally, we will reconfigure your local server to become simply a domain controller. Having a domain will allow us to manage the network much easier (read: lower ongoing costs to Florida West EDA) by using Group Policy. We will NOT use the virtual desktop environment.

We will install a Data Revolution Managed Wi-Fi Access Point, giving you secure Wi-Fi that is integrated into your network, meaning people will be able to print from handheld devices. We will also setup a guest network that is ISOLATED from your corporate network so you can give vendors and visitors internet access while SECURING them from your network.

We will install our award-winning Managed Datto Backup solution for the Server, which gives you encrypted local and cloud-based backups. We can restore the entire server in hours instead of days in the event you get Ransomware on it. Further, we restore at the file, folder, or drive level in minutes.

We will install our Solar Winds Remote Monitoring and Management Tool on all user's PC's (and Surface Pros), and your server. This tool will allow us to proactively monitor your network and devices as well as remotely access devices when you need support.

Our solution includes a block of prepaid hours each month and are backed by our Service Level Agreements. Please see chart at the end of this document for SLA's and response guarantees.

We will gather and document all contact information, account credentials, etc. for all systems, hardware, and software, change the applicable ones, move them under our management umbrella, and give you a copy. We update that quarterly and will always give you the updated copy.



# Management Deliverables and Reports

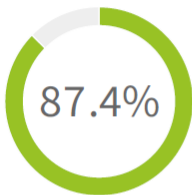
Our Solution has the capability for Historical and Real Time Reporting. Here are some examples of both

## Executive Summary Report

Generated for A [redacted] for November 2018



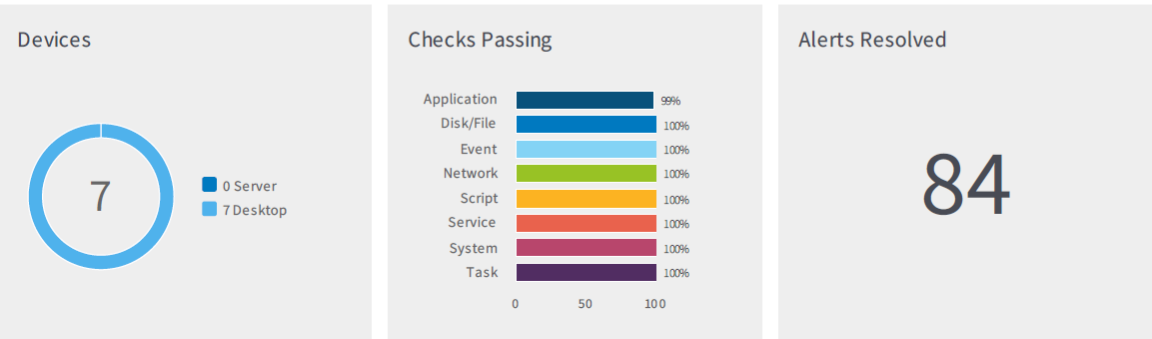
### Health Score



#### Breakdown

Proactive Monitoring	100%	Failed Login Attempts	0%	Antivirus	99.5%
				Coverage	100%
				Protection	99%
Patch Management	50%				
Coverage	100%				

### Managed Devices

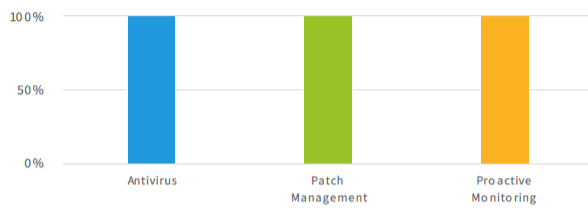


### Protection Effectiveness

<b>Antivirus</b>		
Devices with Antivirus	7	
Frequency of up-to-date Devices	99.0%	
Threats Quarantined/Resolved	0	
<b>Remote Access</b>		
Take Control Sessions		21
<b>Patch Management</b>		
Devices with Patch Management	7	
Patches Detected	0	
Patches Installed	0	

## Coverage

### Workstations



## Operating Systems



## Top 5

Devices with Failing Checks	Devices at Risk
DESKTOP-VKDHUJ5	K...PC
	A...LE05
	A...E7

## Weekly Workstation Summary Report:

### Summary

Site	Device	Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	January 2019	
Headquarters	A 10	J	✓	✓	✓	✓	✓	✓	✓		
Headquarters	A	V PC	✓	✓	✓	✓	✓	✓	✓		
Headquarters	A	A Laptop PC	✓	✓	✓	✓	✓		✓		
Headquarters	D 07SMB	L Micro PC	✓	✓	✓	✓	✓	✓	✓		
Headquarters	D 119J	H	✓	✓	✓	✓	✓				
Headquarters	D 3HLU5	C p	✓	✓	✓	✓	✓	✓	✓		
Headquarters	H	K on	✓	✓	✓	✓	✓	✓			
			January 2019	7	8	9	10	11	12	13	January 2019



Additionally, as needed, we can also run the following reports not shown:

Monthly Executive Summary Report Excerpts: User Audit Report, Device Inventory Report, Critical Event Report, Bandwidth and Performance Monitoring History Report, Remote Support Report, Take Control Report, Patch Management Report, Managed Antivirus Report, Threat Report, Quarantine Report, Backup and Recovery Reports, and Risk Intelligence Reports.

# Project Team Staffing

Data Revolution LLC has just completed our 4<sup>th</sup> year in business. In that time, we have grown from a single person, home based business with 0 clients to a staff of 6, based out of Co:Lab Pensacola, with over 50 clients. The company mission is simple...we strive to make our client's technology

- Easy to understand
- Easy to use
- Easy to afford

We rigorously maintain our client's satisfaction with our services and will always maintain the staffing needed to give our clients the outstanding support they are used to. We do expect to continue to grow our staff by another 33% this calendar year.

Key Staff related to your project and ongoing support:

## **Jay Smith, Managing partner, 25+ years**

[jay@datarevs.com](mailto:jay@datarevs.com)

Jay is a Voice and Data Solution Design veteran with 25 years of experience in both Telecommunications and Technology. He holds a B.B.S. in Marketing from the University of Mississippi, and multiple industry certifications.

## **Nathan Smith, Director of Special Projects, 15+ years**

[nathan@datarevs.com](mailto:nathan@datarevs.com)

Nathan leads the support and install teams for Data Revolution. Before joining us, he headed up the engineering and I.T. teams for radio stations throughout the Gulf Coast, and still does consulting for many of them. He is a graduate of the University of West Florida.

## **Chris Price, System Administrator & Network Engineer, 20+ years**

[chris@datarevs.com](mailto:chris@datarevs.com)

Chris is an IT and military veteran. Having a curious mind and an analytical nature, he first got started with computers when he was 12 years old. In the military he worked on all the computer, electronic, power, and security systems for the Minute Man II Nuclear Intercontinental Ballistic Missile system. In his civilian life he has worked as a contractor for the Navy in support of National Security Agency missions. Throughout his career, he has worn many different hats, from hardware technician to software engineer in various programming languages, Oracle database developer/administrator to systems administrator. He has a bachelor's degree in computer Information Systems and an AS in Electronics engineering technology and is a CompTIA certified A+ technician.

**James McKey, System Administrator & Network Engineer, 15+ years**

[james@datarevs.com](mailto:james@datarevs.com)

James enjoys teaching tech skills just as much as learning them. In fact, he spent a year teaching high school after 15+ years working for a large security software corporation. James has deep experience in backup software and enterprise IT support having helped many Fortune 500 companies troubleshoot their systems and backups, whether it requires expertise in a Server OS, a database, or a complex network infrastructure.

**Mary Anne Christopher, Office Manager**

[maryanne@datarevs.com](mailto:maryanne@datarevs.com)

Mary Anne Christopher serves as the Office Manager at Data Revolution with experience working in higher education and elementary education settings. Mary Anne is also a prior successful small business owner. She graduated from Katherine Gibbs Schools in Providence RI.

# Solution Pricing Detail

**New Hardware:**

**DataRev Managed Linux Router (1 @ \$199 each) .....\$199**



This fully managed Linux Router from the SymplyFi provides options for fully integrated Active Directory services, Intrusion Prevention Services. It is Linux Based and Solid-State Hardware.

**DataRev Managed Backup Datto Alto 2 LT1000 (1 @ \$ 399) ..... \$399**



Hardware includes 1 Agent for Windows Server. Takes snapshots of protected systems, applications, and files, encrypted cloud-based retention, hybrid virtualization through the device and cloud, and granular recovery of SharePoint through Kroll Ontrack.

Includes 2TB Hard Drive (for up to 1TB backup coverage. **The key here is that in the event the server becomes affected with ransomware, we can rebuild it from scratch in what would take HOURS instead of DAYS to have you back up and running.**

**DataRev Managed DNW-AP60 Access point (1 @ \$99 each) ..... \$99**



DataRev Managed Wi-Fi access points deliver powerful, easy-to-use wireless networks, with seamless roaming for always connected Wi-Fi. And with Datto Networking’s cloud management system, wireless networks can be quickly and easily deployed with minimal effort. Smarter, simpler Wi-Fi means better performance, less

maintenance, and a better customer experience.

**Total New Hardware Cost..... \$697**

(Plus any Applicable State and Local Sales Tax)



**Monthly Services:**

**DataRev Managed Linux Router .....\$199 per Mo.**  
24X7 Fully active monitoring, with 8X5 M-F support included, along with emergency service 24X7. This fully managed service helps make sure we know about issues before you do.

**DataRev Managed SDWAN Service ..... \$99 per Mo.**  
This service will create a single network between the Local Area Network at Florida West EDA and the Local Area network at Co:Lab Pensacola. This will make both locations a single network. It will allow for access to shared folders, printers, and other network assets.

**DataRev Managed Network, Server, & PC Support .....\$799 per Mo.**  
This service includes 24X7 monitoring and management of the Server and PC's for both the Florida West EDA location and the Co:Lab Pensacola location. Pricing is good for 1 server and up to 15 PC's. **Service includes the first 4 hours per month of service and Vendor Management.**

**DataRev Managed Wi-Fi (1 @ \$15/Mo.) ..... \$15 per Mo.**  
This service includes 24X7 monitoring and management of the DataRev We-Fi Access Point at the Florida West EDA location. We can see when this network is up, what clients are connected, and what bandwidth usage is for uploads and downloads.

**Total Monthly Cost .....\$1,152/Mo.**  
(Plus any Applicable State and Local Sales Tax)

**Initial New Hardware and Managed Services Setup:**

**Solution Setup ..... \$3,600**

Our installation and configuration will result in a turn-key, ready to operate managed network solution, backed by our 100% satisfaction guarantee. This is based on the scope of work included. Additional services outside the included scope of work will be billed at \$100 per hour. All aspects of ordering, procuring, and project management are included. This conversion is a week-long process, and we expect 40+ hours to complete. We will work weekends at no extra charge to complete solution setup within 1 week if needed.

Scope of work Summary:

- Complete Network Assessment
- Program/configure/install Managed Firewall
- Program/configure/install SDWAN
- Configure OneDrive for all users and directories
- Convert Existing Server to a domain controller
- Decommission Virtual Desktop environment
- Setup Domain Group Policy
- Join all users to the Domain
- Migrate user desktops to new Domain
- Program/configure/install Wi-Fi Access point for Corporate and Guest
- Program/configure/install Managed Backup for the server
- Install Monitoring/Management software on all user PC's, Macs, and Surface Pros
- Configure all user devices including tablets and cellphones
- Give each user an orientation to the new solution, including showing them OneDrive and how to store and retrieve files.
- We will inventory and document the network, all devices, and credentials.
- We will provide a soft copy of the documentation
- Assistance with development of Florida West IT policies and procedures document.
- Training on procedures for support

**Total Installation Cost ..... \$3,600**

(Plus Applicable State and Local Sales Tax)

## Solution Pricing Summary

**Total New Hardware Cost..... \$697**  
(Plus any Applicable State and Local Sales Tax)

**Total Monthly Cost..... \$1,152/Mo.**  
(Plus any Applicable State and Local Sales Tax)

**Total Installation Cost..... \$3,600**  
(Plus Applicable State and Local Sales Tax)

*Pricing based on 1-year term*

- ☐ **2-year term ..... 5% off above pricing**
- ☐ **3-year term ..... 10% off above pricing**
- ☐ **4-year term ..... 20% off above pricing**

*Data Revolution LLC uses a Hybrid pricing model, including monthly fees for certain services, and per hour fees for hourly support outside the agreement. There is no difference in costs for onsite support and remote support. Currently about 60% of our support is remote. This improves our mean time to repair. For onsite services, we ½ of the drive time. For your location, drive time is negligible. Vendor Management is part of hourly support. At no charge, quarterly, we offer an in-person business review, scheduled by request. Regular reports on system health are sent weekly with a monthly executive summary. Many other reports can be generated and sent according to your preferred frequency. Our current average response time are as follows: Priority 1 – 36 minutes...Priority 2, 1.25 hours, Priority 3- four days.*

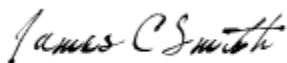
## Proposal Acceptance and Notice to Proceed

We will begin work on your project upon written acceptance and initial payment. The project total **is \$4,297 Upfront and \$1,152 per month** starting with a prorated monthly bill upon completion of installation (Plus shipping and any applicable State and Local Sales Tax). Our payment terms call for an initial deposit of 50% of the total for each order. The remaining 50% of the total is due upon completion.

- ☐ 2-year term.....\$4,082 Upfront and \$1,094/Mo.
- ☐ 3-year term.....\$3,867 Upfront and \$1,036/Mo.
- ☐ 4-year term..... \$3,438 Upfront and \$922/Mo.\*\*\*

**\*\*\*best value**

Additional work beyond the scope of this agreement will be billed at a rate of \$90 per hour with payment due within 10 days of the date of the invoice. We, the undersigned, have read and agree that both Data Revolution LLC. and Florida West EDA comply with all the requirements and conditions contained within this agreement.



March 8, 2018

Signature

Date

Jay Smith, Managing Partner, Data Revolution, Inc.

Signature

Date

Printed Name and Title, Florida West EDA

# Server/ PC Managed Support Plans

Description	Silver	Gold	Platinum
<b>Plan Type</b>	Basic Managed Service	Recommended Managed Service	Extensive support with our most rapid response guaranteed
<b>PC's and Servers Covered</b>	Yes	Yes	Yes
<b>Remote Troubleshooting Support <sup>1</sup></b>	Included	Included	Included at No Charge
<b>Remote /Onsite IT Support <sup>2</sup></b>	0 Hours Per Month	4 Hours Per Month	6 Hours Per Month
<b>Windows OS Maintenance on Servers <sup>3</sup></b>	No	Yes	Yes
<b>PC Cleanup and Maintenance as needed</b>	No	No	Included
<b>Remote Support on downed system</b>	Included	Included	Included at No Charge
<b>Response SLA Critical Service Request <sup>4</sup></b>	4 hours during Normal Business Hours and 6 hours at all other times including Holidays	2 hours during Normal Business Hours and 4 hours at all other times including Holidays	1 hour during Normal Business Hours and 2 hours at all other times including Holidays
<b>Response SLA Non-Critical Service Request</b>	8 hours during Business Hours, next business day at all other times	4 hours during Business Hours, next business day at all other times	2 hours during Business Hours, 4 hours at all other times
<b>24X7 Monitoring <sup>5</sup></b>	Yes	Yes	Yes
<b>Virus Protection for PC's</b>	No	Yes	Yes
<b>Web Filtering for PC's</b>	No	No	Yes
<b>Professional Services Rate for non-warranty onsite support <sup>6</sup></b>	\$125/hour	\$100/hour	\$90/Hour
<b>Professional Services Rate for holidays and off hours <sup>7</sup></b>	\$175/hour	\$150/hour	\$125/hour
<b>Cost before and term discount</b>	<b>\$399/mo.</b>	<b>\$799/mo.</b>	<b>\$1.099/mo.</b>

**Your Current Plan**

## **Support Plan Definitions, Clarifications and Terms & Conditions for Data Revolution Support Plans**

Note #1 - Remote Troubleshooting Support - will provide remote troubleshooting of issues on the network/server/workstations/peripheral devices as needed to diagnose or repair issues.

Note #2 – Remote/Onsite Support Hours- For no charge, we will provide up to the specified hours per month based on the plan you choose. Additional hours beyond the monthly allotment will be billed at the rate determined by the managed service plan you choose. Hours are not rollover.

Note #3 - Windows OS Maintenance on Server - Includes required patch updating per Microsoft's specification, as well as defragment, disk cleanup, and optimization service as needed.

Note #4 - Critical Service Request SLA - A Critical Service Request is defined as a "System/Network Down." A "System/Network Down" is defined as: Over 50% of the users cannot connect or work on software systems, or the server or internet is down.

Note #5 – 24/7 Monitoring - will provide monitoring of network via pre-setup alerts and notifications. Response will follow SLA's as outlined by your plan.

Note #6 - All "onsite" services are quoted at regular business hours, defined as Monday to Friday from 8:00am to 5:30pm Central Time, excluding Federal Holidays. After hours services are available at 1.5 times the normal rate. Drive time is billed at 50% or half, meaning we charge for one way. Please allow for drive time from our location to your office.

Note #7 - All "remote" services are quoted at regular business hours, defined as Monday to Friday from 8:00am to 5:30pm Central Time, excluding Federal Holidays. After hours services are available at 1.5 times the normal rate.



**Data Revolution, Inc. – Main Office**

**418 West Garden Street**

**Pensacola, FL 32502**

**[www.datarevs.com](http://www.datarevs.com)**

**(850) 972-9972**

**Hours: Monday through Friday - 8:30 AM to 5:30 PM**

**24X7 monitoring and Emergency support available**

**Data Revolution 24/7 Support Line**

**Telephone: (850) 972-9972, Prompt 1 for Support**

**Jay Smith, Managing Partner**

**Telephone: (850) 525-5858**

**E-mail: [jay@datarevs.com](mailto:jay@datarevs.com)**



# Key Clients List

Here is a partial list of our account base, including some key clients:

**Ace Unlocks**

**Allen Turner Hyundai**

**Armada Advisors**

**Blab TV**

**Co:Lab Pensacola**

**Doolittle Institute**

**EBI Management**

**Edwin Watts Golf**

**ERA American Real Estate**

**Fishbein Orthodontics**

**Montessori School of Pensacola**

**Peg Leg Pete's**

**Pensacola Blue Wahoo's**

**Physician Specialty Pharmacy**

**Rebuild Northwest Florida**

**Southtowne**

**Vivid Bridge Studios**

**World of Beer**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
11/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>   Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (800) 688-1984 <b>FAX (A/C. No):</b> 877-826-9067 <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Company	29459	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Twin City Fire Insurance Company	29459														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  Data Revolution LLC 2829 Via Roma Ct, Gulf Breeze, FL, 32563															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	Yes	46SBMAB7574	10/29/2018	10/29/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	Yes	46SBMAB7574	10/29/2018	10/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Yes	Yes	46SBMAB7574	10/29/2018	10/29/2019	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE						
	AGGREGATE \$ 1,000,000						
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see the attached "Additional Remarks Schedule" form for additional details and remarks

**CERTIFICATE HOLDER**
**CANCELLATION**

 Lincoln Property Company  
 C/o Registry Monitoring Insurance Services, Inc.  
 5388 Sterling Center Drive  
 Westlake Village, CA 91361

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 1582307

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY		NAMED INSURED Data Revolution LLC 2829 Via Roma Ct Gulf Breeze, FL 32563
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

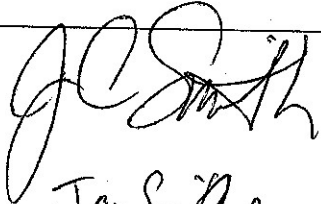
Property management entity, the asset management entity, the Owner and their affiliates are named as Additional Insured as their interests may appear in regards to general liability per form SS00080405, automobile liability and umbrella liability as required by written contract. Should any of the above described policies be cancelled before the expiration date, the issuing insurer will endeavor to mail 30 days written notice (10 days notice if due to non-payment) to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Waiver of subrogation in favor of Property management entity, the asset management entity, the Owner and their affiliates with regard to general liability, automobile liability and umbrella liability. This insurance is primary and non-contributory to any other insurance –including general liability, automobile liability and umbrella excess liability (subject to each policy's terms and conditions) maintained by Lincoln and/or Owner. Lincoln property(ies): Southtowne - 101 East Romana Street, Pensacola, FL, 32502 - Legal Entity: Daily Convo, LLC - Management: Lincoln Apartment Management Limited Partnership

ATTACHMENT 1

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The firm hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:



Title:

Jay Smith  
Managing Partner

Firm:

Data Revolution LLC

Address:

418 West Garden Street  
Pensacola, FL 32502



**PROPOSAL FOR Managed Information Technology Services**

**COVER SHEET**

**Florida West EDA**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF THE PROPOSAL.  
PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT  
OF THE BIDDER.

PROPOSAL SUBMITTED BY:

ENTITY            Hixardt Technologies, Inc.

ADDRESS        282 N Palafox St, Pensacola, FL 32502

TELEPHONE      850-439-3282

  
\_\_\_\_\_  
Signature

President/CEO  
\_\_\_\_\_  
Title

Michael E Hicks Jr  
\_\_\_\_\_  
Printed Name

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## Executive Summary

Thank you for granting Hixardt Technologies, INC (Hixardt) the opportunity to respond to this RFP and for considering our organization to provide your technology services and solutions. Hixardt has had a long-standing relationship with the Florida West EDA (Florida West). Hixardt was a founding member of the CIE and has supported the technology needs of the Florida West for several years in the past, where we strived to maintain a high degree of personalized service for the Florida West.

Hixardt is a Veteran owned Information Technology firm established in June 2001 and headquartered in Pensacola Florida. Our team has thoroughly reviewed the requirements of the RFP and created a response to address the approach and methodology, management deliverables and reports, and project team staffing, while creating cost effective pricing for Florida West. Florida West's values align well with our corporate values of exemplary services thru well defined processes and continued process improvement, transparency and accountability, customer service, innovation and agility, and workforce excellence. Hixardt is dedicated to ensuring that the technical services provided to Florida West allows it to meet its objectives by:

- Enhancing customer satisfaction by anticipating requirements, including those involving just-in-time capacity and surge support; providing better solutions and more frequent resolutions at first customer contact.
- Enhancing the value of IT support services to the Florida West business users with proactive management of service delivery offerings from our Tier 1/2/3 Service Desks, Professional Services Teams, Data Centers, and Network and Security Operations Centers to produce meaningful service specific metrics that continually enhance processes that improve service delivery.
- Delivering state of the art Cybersecurity services to mitigate new and zero day threats emerging by deploying our VerumVi Advanced Threat Prevention platform as a value added service at no additional cost to our standard Managed Service fees.

Hixardt's focus has been in providing IT products and services for the federal, State/County, healthcare, education, insurance, and legal markets across eight southeastern states. The services that we provide, the assets that we possess, the certifications maintained, and our past performance align to give us a unique competitive advantage when delivering enterprise, IT support solutions, cloud/virtualization solutions, and professional services.

## Proposed Solution

Hixardt proposes our Managed Service offering augmented with our VerumVi Backup and DR service, our VerumVi Advanced Threat Prevention platform, and Office 365 to create a comprehensive offering to deliver a complete managed service offering for Florida West. The Solution for Florida West will provide:

- Hixardt Secure Office (Physical and virtual Fortinet Firewalls for onsite and cloud environment)
- Managed Services to support end users, their desktops/laptops, and local servers.
- VerumVi Remote Management and Monitoring with Antivirus for servers and desktops/laptops.
- VerumVi DR service for local and cloud backups and disaster recovery
- VerumVi Advanced Threat Prevention platform to provide internal/external vulnerability scans, local threat analysis and mitigate reports, behavior analysis of personnel to ensure that what they are doing will not create a security incident, and analysis of antivirus and antimalware programs to ensure that they have not be disabled due to a cyber-attack.
- Office 365 for Email and additional Public Cloud Services

## Organizational Strength and Capability

Our strength and capability to provide quality services is summarized by our certifications, assets, and awards listed below:

- Verified Service Disabled Veteran Owned Small Business
- IT 70 Schedule holder, **Secret Level Facility Clearance.**
- **Owns/operates Data Centers, Service Center, and NOC/SOC Centers** delivering Network, Data Center, and Virtualization Services
- Adept in obtaining and maintaining **Data Center certifications such as PCI, HIPPA, SAE 16.**
- Significant experience in Data Center and Network Security and compliance with directives from DHS 4300A, NIST, FedRAMP, and VA6500.
- Supports a network consisting of 400+ routers and switches, 500+ virtual servers, and 1000+ virtual desktops on a daily basis.
- Provides Tier 1-3 Help Desk, Service Desks, and Deskside **support for approximately 10,000+ end users across eight southeastern states on a daily basis.**
- **VMware Enterprise certified** with specializations in Federal, Data Centers, and Education.
- **CISCO Premiere Certified** with speciation in Cloud, Routing, and Switching
- **EMC Certified Partner** with specialization in Storage Area networks
- **Dell Premier Certified** partner with specializations in servers and Storage Area Networks
- **Microsoft Certified Partner** with specialization in Cloud Services (Office 365/Azure)
- **Nutanix certified Partner.**
- Currently providing virtual servers and desktops as a service to customers nationwide.
- Successful Managed Service Provider providing support for end users, security infrastructure, network infrastructure, applications, virtualization infrastructure, and storage infrastructure.
- Significant past performance in managing Enterprise Architecture Programs for the US Department of Defense
- 2008 – Pensacola Emerging Technology Firm of the Year
- 2009 - Pensacola Area Commitment to Excellence Award – Emerging Leader of the Year
- 2010 - Mobile Florida West of Commerce – Eagle Award
- 2011 Grow Florida – 50 Companies to watch 2011, fastest growing companies in the State
- 2012 – INC 5000

## Ability to Meet Current and Future Service Requirements

For the past 18 years, Hixardt has been providing a full range of technical services and support, and program and project management services required to deliver all the services listed in this RFP including local onsite/deskside support, a multi-tier IT Helpdesk; support for account management and peripheral devices; support for the assessment and validation of new or updated technologies, and advanced cyber security threat mitigation support.

Hixardt has seen a tremendous push for organizations to adopt a cloud technology strategy. Our IT experience in owning and operating data centers, network and security operations centers, service desks, and managing five customer owned data centers that support organizational security, network, servers, applications, storage, and 10,000+ end users across eight states, has given us a great deal of experience in transforming legacy hardware/software technology environments into high performance virtualized/cloud environments and in supporting the end users that are reliant on these services. Hixardt works with hardware and application vendors to transform legacy systems into a cloud enabled environment using CISCO, VMware, EMC, Microsoft Office 365/Azure, and Amazon Web Service products. Hixardt has assisted organizations in creating

a private, hybrid, public cloud strategy that supports the organizations current needs, while providing them with a high performance environment that supports rapid resource and storage expansion to meet current and future needs while providing Tier 1, 2, 3 IT and Operational Support Desks for the organization and its end users. Performing and providing these types of services gives us significant past performance in providing the following types of Services:

- **Program Management & Project Management** – EA, SOA, Financial/Acquisition Support, IT Infrastructure, Virtualization, IT Security, IT Storage Design, Implementation, Operation (Seat Management), Staffing
- **Enterprise Architecture (EA)** – Governance, EA Strategic Direction, Policies & workflow, Business & Technology Process/Reengineering, Planning, Develop EA Context, Develop Site Reference Architecture, Develop Target EA State, Design EA Framework, Integration, and Operational Support.
- **Application Development** – ASP, .NET, Java, C+/C Sharp, CGI/Animation, Exchange, SharePoint/Kinteco CMS, Lync, Dynamics CRM, Dossier "DropBox", Oracle, MS SQL.
- **Virtualization/Cloud**– Voice as a Service (VaaS), Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Desktops as a Service (DaaS), Email as a Service (EaaS), Applications as a Service (AaaS), Disaster Recovery (DR), Dossier - Secure Cloud "DropBox", Cloud File Storage.
- **Network Security** – Information Assurance, Cloud Security, Data Center/Distributed Network Security, Application Hosting /Cloud Application Security, Mobile Device Application Security.
- **Data Center Services** – Next Generation Cloud Data Center / Cloud Infrastructure, Server/Application Hosting, Dedicated Cloud Infrastructure (Server/Storage), Private/Hybrid Cloud Infrastructure (IaaS/PaaS), Colocation Services.
- **Network/Security Operations Center (NOC/SOC)** – Network and Security Management and Monitoring from our NOC/SOC facilities.
- **Operations Support** – Enterprise Information Technology Support (EITS) and End User Desktop Support (EUDS) onsite and remote from our Service Desks in Pensacola, FL.

Hixardt is committed to continued growth in the Pensacola market, as evidenced by our historic track record. We have proven our ability to attract new talent necessary to continue our growth and support our ability to innovate, certify, develop, and productize new and upcoming technologies in the market. We will continue to partner with the market leaders VMware, CISCO, EMC, Microsoft, and Dell to understand the technology market trends and how these technologies can be deployed either stand alone or as a service for our customers. Hixardt is a market leader in this regard.

### Existing Partnerships and Relationships

As we are committed to our clients, so are we committed to our community. Hixardt takes pride in serving the southeast region as well as our state and federal government. Hixardt and its team members have had the pleasure to have worked with Florida West and has supported a number of regional activities over the years to include:

- Past Pensacola Chamber Board Member
  - Past Workforce Escarosa Board Member
  - Florida West Board of Directors 2009 to 2014
  - George Stone Advisory Council Member
  - Current Federal Reserve Bank Director
  - Vision 2015
  - I-Ten Wired (Founding Member)
  - Center for Information Excellence (Founding Supporter, Board Member)
-

- Ford Pass System / Career Academies (Program Supporter with Natalie Prim)
- Pensacola CyberThon (Founding Member)
- Pensacola Cyber Task Force Member

As we are woven into the fabric of Pensacola, we have an effect on each other and the citizens and businesses of our beautiful city. Hixardt feels a responsibility to do its part in moving the community forward as we grow and progress, and has taken an active role by supporting regional boards of directors and organization.

## Summary

There are many Information Technology solutions providers and finding a company that will be committed to assessing and providing the best solution for your organization can be difficult. Hixardt strives to fulfill commitments while remaining sensitive to client budgets, cultures and deadlines. We take pride in our work and in doing it right the first time. We enjoy working with clientele to develop exemplary solutions that perform accordingly.

Additional selection criteria requirements listed in the RFP are provided in the remaining sections of our response as referenced below:

- **Approach and Methodology**
- **Management Deliverables and Reports**
- **Project Team Staffing**
- **Detailed and Itemized Pricing**
- **Appendix: References**
- **Appendix: Company Overview**
- **Attachment: Proof of Insurance**
- **Attachment: Sample Reports**
- **Attachment: Equal Opportunity/Affirmative Action Statement**

## ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Hixardt Technologies has reviewed all of the terms and conditions and will comply with all terms contained in the RFP. We have acknowledged each item in this section to provide Florida West EDA with the confidence that we've conducted a full review.

a. We understand the Florida West's right to accept or reject any proposal, waive any irregularities, and accept or reject any items or combination of items. We understand the award will be to the proposer who best complies with all the requirements at the best value net cost to the Florida West. We have no exemptions needed and can provide all the services requested in this RFP.

b. Hixardt will have no problem executing the contract within thirty (30) calendar days from the award and we understand our bid response cost is at our expense.

c. Hixardt has fully reviewed the RFP specifications and believe we have fully covered all requirements in this response.

d. Hixardt recognizes Florida West's right to cancel this RFP at any time or to not make an award.

## 1.0. Approach and Methodology

### 1.1 Support Strategy / Philosophy

Hixardt is proposing our Managed Services and VerumVi Technology Platform to provide Monitoring and Management, Antivirus and Anti-Malware, Local and Remote Backup and Disaster Recovery, Advanced Threat Prevention (Cybersecurity Services), and Office 365 as the services required to support Florida West. Our Managed and VerumVi Services were designed to be a cost-effective service offering for small mid-sized business by allowing us to deliver hardware, software, cloud services, and support. Our services are meant to support the organizational hardware and application environment and end users. It supports the end user workstations and laptops (Windows, Apple, Linux), and two mobile devices (tablet and phone) per user. Additionally, it provides remote monitoring and management for workstations, laptops, and their mobile devices, anti-virus/anti-malware for the workstations and laptops, and advanced cybersecurity Advanced Threat Prevention services. It provides support for the back office servers and applications, as well as remote management and monitoring, and Antivirus for servers. It provides support and remote monitoring and management for the network printers, copiers, and fax machines, network switches, and firewall/VPN. These services are provided from Hixardt's Tier 1, 2, 3 Service Desk, with onsite Deskside support supplied by Hixardt's Service Desk **all at a firm fixed fee based on the number of users and the type and number of devices**.

**Note:** The service does not provide a hardware/software warranty for any item that is not included as part of the service offering, each hardware and software device/application will be sold with the manufacturers' hardware/software warranty. This warranty will be managed as part of the service, and the associated yearly maintenance cost will be passed thru to Florida West.

The specific costs for these services based on the information provided in the RFP is provided in **Section 4.0 – Detailed and Itemized Pricing**

### 1.2 Approach to meet Work Objectives

Hixardt has more than 18 years of experience in providing Service Desk solutions to our clients. Hixardt handles more than ten thousand Service Desk seats and transactional contacts monthly. Using our integrated service delivery model, Hixardt's Service Desks provide a single point of contact for customers reporting problems or requesting services. Our objective is to restore normal service as quickly as possible, and to realize this goal Hixardt utilizes a combination of proven processes, integrated tools, and a strong client focus for optimal performance. The Service Desk is an IT Service Management (ITSM) function with focus on end-to-end management and high incident resolution rates on first contact. An IT Service Desk differs from a call center or help desk which may be more focused on minimizing talk times and rapidly dispatching services.

The Service Desk is critical to the successful operation of a technical support environment as it acts as the focal point for communication between technical resolver groups and can facilitate an array of services to clients. In alignment with ITIL version 3 process framework, Hixardt's Service Desk is central to the operational service model and is the focal point for end-to-end service delivery across the service operation lifecycle. Efficient Service Desk operations require a balanced holistic approach with skilled personnel, integrated tools, such as our VerumVi platform, and the application of best practices.

Hixardt continually strives to make itself a market leader in providing Service Desk solutions, Hixardt has significant experience developing our best practices, applying proven methods for consistently achieving effective and efficient operations with a high level of customer satisfaction.

Hixardt's solutions are driven by our client requirements and priorities. Our primary goal is to meet and exceed our clients' expectations. Our IT Service Desk solution has been designed for organizations seeking:

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- Improved services through a recognized Service Desk provider, utilizing ITIL-aligned best practices, years of experience demonstrating efficient request fulfillment, and incident and problem resolution for a diverse base of users
- Single point of contact (SPOC) capability for end-to-end problem resolution
- Coordination, Cooperation, and Collaboration to effectively and efficiently improve ITSM alignment with our Client's business objectives, Reduced total cost of ownership (TCO) for improved IT management ROI
- Standard metrics and reporting in support of Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)
- High level of first call resolution (FCR) based on training, use of integrated Knowledge Management tools, and proactive root cause analysis
- Established notification and escalation procedures
- Self-help capabilities accessible to users
- Remote resolution tools integrated with Service Desk processes for faster resolution

### 1.2.1 IT Service Desk Benefits

The benefits of this solution are rooted in our ability to provide an efficient and effective end-to-end Service Desk, allowing our clients to focus their resources on core business while reaching a high level of customer satisfaction and operational efficiency. Hixardt takes a proactive approach to addressing client issues and to efficiently resolve problems. Our objective is to utilize the most cost effective support channel that provides the highest degree of customer satisfaction and minimal down time. We combine experienced people, processes, and tools in order to create a solution which gains client satisfaction.

Features	Benefits
Single point of contact (SPOC) with multiple channels of communication for end-to-end service request and incident resolution across a range of IT services including desktop, e-mail, server, network, applications, and security.	End users will always know where to turn for assistance for consistent reporting, tracking, and resolution of issues.
Holistic approach utilizing customer care and technically trained professionals with ITIL-aligned Service Operations processes woven into our tools to facilitate our best practice discipline.	Hixardt's Operational Model facilitates first call resolution at lowest level, minimizing end user down time and maximizing client satisfaction and productivity. <b>First call response return contact is within 15 minutes.</b>
Incident analytics used to analyze and trend issues with real-time workforce management to respond immediately to dynamic operational requirements, including surge support.	Rapid action to address service anomalies before issue is wide spread facilitates consistently high quality services that maximize availability for end users. This is done using remote management and monitoring tools that integrate with our service desk trouble ticketing system.
Our best practice workflow integrated in industry-leading tools with effective monitoring and measures to assure quality standards.	Efficient tracking of issues with integration of functions that allow for rapid resolution.
Flexibility to deliver a managed Service Desk to clients utilizing a range of and program specific resources, tools, facilities, and practices	Services designed to meet client requirements and achieve organizational efficiency.



### 1.2.2 Service Desk Experience

Hixardt has been providing Service Desk support services since 2001. Providing Service Desk services is our team's core business and we look forward to bringing industry best practices, Service Desk thought leadership, and a no risk transition in order to provide a best-in-class Cloud Managed Service solution.

Hixardt is focused on a single mission, "We will help improve our clients' efficiency and productivity while delivering measurable results." We treat every client relationship, large or small, as an opportunity to deliver what we have been contracted to perform and to grow our relationship.

For over a decade, Hixardt has built mutually beneficial relationships with some of the southeast region's most recognized companies. With 50+ clients, Hixardt serves the Federal, Technology, Healthcare, Insurance, Banking & Finance, Education, State & County, and Hospitality industries.

Hixardt's Service Desk is part of our Technical Support offering and is based on ITIL processes, industry best practices, and our solution methodology which identifies the right location and resources for each engagement. Hixardt's Service Desk solution is customized for each client, and agreed upon service levels are often exceeded. Partnering with our client, we provide daily/weekly industry leading KPIs, recommend process improvements and measure customer satisfaction. Our wide range of experience and clients has enabled us to develop world class tools and technology to bring solutions faster and more efficiently to our clients. Our internally developed knowledge base has been leveraged from our years of experience with our customers. Today it hosts over 100,000 articles used by our Support Consultants.

Hixardt's Managed Services and VerumVi Platform services are robust, secure and proven and delivers:

- The infrastructure, security and reliability requirements of our clients require a very secure, robust and high availability IT infrastructure and associated management capabilities.
- Our services for several large clients in the Hi-tech, e-business and telecom industries include the establishment of Tier 1 and Tier 2 Service Desks to support our clients' employees and to resolve issues arising from hardware, OS, MS Office, MS Exchange, Messaging, ID administration and business applications, and Tier 3 for advanced infrastructure, network, and security support.
- Complete 24 x7 System and infrastructure monitoring and administration of Windows, Linux, MAC, Cisco, VOIP, Exchange, Backups, Printers, applications and database environments

### 1.3 Assumptions, Risks, Expectations

Hixardt has been providing Managed Information Technology Services for Florida West/Pensacola Chamber for the past several years in the past. Our in-depth understanding of the environment will allow us to:

- Mitigate Risks of transitioning Florida West to a separate VerumVi SMB instance.
- Expand the utilization of Office 365 Cloud services to increase, enhance, and streamline corporate operations without increasing service costs.
- Configure network, internet, remote access (VPN), and security as we have this information well documented and have metrics that define types of access, and system usage.
- Develop and maintain the Florida Wests security profile. Hixardt has created a security profile based on user activities and documented attacks / threats that the Florida West encountered daily in the past while conducting business. Our security configuration and VerumVi Advanced Threat Prevention platform will help us identify and mitigate security threats.

Hixardt has a thorough understanding of Florida West's environment and business operations and has documented procedures on provisioning and maintaining all aspects of the Florida West's technology environment. Hixardt's Service Desk personnel are familiar with staff members of the Florida West team and understand each staff member's technical capability and how to assist each of them best. Additionally, our Business Management System (BMS) system has automatically created a knowledge base of all Florida West

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past issues and has detailed instructions for problem resolution that will be leveraged by the support staff to ensure that issues can be resolved quickly.

Our expectations are that upon contract award Florida West will want to transition from the current environment to our service environment in less than 30 days from the commencement of the new contract. Hixardt currently has configuration information, tools, and resources necessary to effect this transition without complications.

## 1.4 Service Desk Process

HIXARDT's Service Desk mission is to support and service Florida West with any computer problem or request in a timely and professional manner. Our Service Desk/End User support activities will:

- ✓ Provide first contact into the IT Support Team.
- ✓ Define, manage, improve the incident workflow in the BMS PSA Incident Management System
- ✓ Bridge the gap between End Users and "Super Technical" Associates
- ✓ Allow End Users to perform the job they were hired to do to remain free to continue their job responsibilities.
- ✓ Create a central repository of knowledge for the company as a whole.
- ✓ Provide a centralized database of technical experience to help multiple groups do their job better. Service Desk personnel can access this database for their work, or for anyone in the company that needs the Service Desk services and support.
- ✓ Create accountability and ownership of problems and issues.
- ✓ Help Keep Technology Use Consistent and Aligned
- ✓ Document and report for trending and QA AND SLA purposes.

All HIXARDT Support team members are trained and qualified to utilize the BMS Incident and Asset Management Systems. This system will be the primary application utilized to manage and document the Service Desk Process.

Once approved, the HIXARDT Team will VerumVi RMM to provide additional functionality to assist in monitoring and automating the Service Desk Process. These tools provide vital information that will allow support team members to quickly identify root cause for problems and provide additional information that will improve our team's ability to trouble shoot and resolve the problem quickly, as well as remote support tools to allow us to access desktops/laptops, and servers remotely. These products are Commercial-off-the-Shelf (COTS) software applications. Additional details on these tools are listed in Tools for Management and Automation, **Table 4 – Support Tools of Section 1.4.4.**

The HIXARDT Team's Service Desk Process consists of:

- ✓ Tracking the incident – This is done thru End User Incidents, or thru VerumVi RMM tools. These automated tools provide for early/instantaneous reporting of problems in the technology environment and provide detail and management tools for quick resolution.
- ✓ Recording the incident – Recording is done in Hixardt's BMS Incident Management System
- ✓ Prioritizing incidents – Incidents are prioritized according to severity and our time in queue to meet Service Level and QA AND SLA requirements.
- ✓ Escalating Incidents – Incidents are escalated to meet Service Level and QA AND SLA Requirements

- ✓ Transferring incidents – HIXARDT Team members are trained to transfer/escalate tickets to the appropriate Team Group or given a specific time period to maintain Service Levels and QA AND SLA requirements.
- ✓ Resolving incidents – Once an incident is resolved the ticket is closed and properly documented within a specific time period to meet Service Level and QA AND SLA requirements. Closing and documenting tickets promptly ensures that support team members do not forget specific details that can be captured to provide quicker resolution in the future, but also impact incident closure rates and timeframes which negatively impact Service Levels and QA AND SLA requirements.
- ✓ Reporting incidents – Reporting can be obtained through automated and manual reports from BMS Systems, VerumVi RMM, and VerumVi ATP to support RFP reporting requirements.

#### 1.4.1 Tracking and Recording Incidents

Issues are received into the Service Desk from End Users through phone, email, or personal visit. The Service Desk personnel receiving the call creates the issue in the BMS Incident Management System. By properly creating the incident in BMS a properly defined workflow will rout the incident to the appropriate support tier based on incident type. The incident types are defined below in **Table 1 Incident Types**.

Incident Type	Description
End User Incident	Incidents effecting the End User environment are routed to the Service Desk. The Service Desk supports the End User their hardware and software. The Service Desk is responsible for resolving the vast majority of all incidents. Technicians are dispatched from the Service Desk when it is determined that the incident cannot be resolved remotely to resolve End User Issues.
Systems Incident	Incidents affecting hardware and software systems that provide services to End Users.
Network Incident	Incidents affecting the transmission and security of data.

**Table 1 Incident Types**

#### 1.4.2 Prioritizing, Escalating, Transferring, and Restoring the Incident

Each Support Team Group consists of two to three tires of support. Once the incident has been entered it is routed to the lowest tier in the appropriate group for resolution. Support Tiers are outlined below in **Table 2 Support Tiers**.

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where they are initially assed and worked. Issues are identified and clearly documented, and basic hardware/software troubleshooting is initiated.

Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.

**Table 2 Support Tiers**

There are several factors governing escalation to ensure timely resolution of incidents. These factors are the considerations used to create the policy, procedures, and workflows that govern the Service Desk process. Automation of workflows is done to the maximum extent possible utilizing the BMS Incident Management System. Some of these factors include:

- ✓ Severity of problems
- ✓ Elapsed time on incident
- ✓ Support Team Workload
- ✓ Drivers identified during the Phase In

Incidents are escalated automatically by BMS Workflow or manually as required to meet Service Levels and QA and SLA requirements (Example provided in **Table 3 Escalation Thresholds**) as follows:

1. Incident Request is Received
2. Trouble Ticket is Created
3. Incident is Identified and documented in BMS system
4. Incident is assigned to the correct Support Group
5. Incident is evaluated to determine if it can be resolved remotely or if a support personnel needs to be dispatched.
6. Incident is qualified to determine if it can be resolved through Tier 1 Support or assigned into the proper support tier.

**If issue can be resolved through Tier 1 Support:**

7. Level 1 Resolution - issue is worked to successful resolution
8. Quality Control –Issue is verified to be resolved to FLORIDA WEST’s satisfaction
9. Trouble Ticket is closed, after complete problem resolution details have been updated in BMS and added to FLORIDA WEST knowledge base.

***If issue cannot be resolved through Tier 1 Support:***

10. Incident is escalated to Tier 2 Support
11. Incident is qualified to determine if it can be resolved by Tier 2 Support

**If issue can be resolved through Tier 2 Support:**

12. Level 2 Resolution - issue is worked to successful resolution
13. Quality Control –Issue is verified to be resolved to FLORIDA WEST’s satisfaction

14. Trouble Ticket is closed, after complete problem resolution details have been updated in BMS and added to customer knowledge base.

***If issue cannot be resolved through Tier 2 Support:***

15. Incident is escalated to Tier 3 Support
16. Incident is qualified to determine if it can be resolved through Tier 3 Support

***If issue can be resolved through Tier 3 Support:***

17. Level 3 Resolution - issue is worked to successful resolution
18. Quality Control –Issue is verified to be resolved to FLORIDA WEST’s satisfaction
19. Trouble Ticket is closed, after complete problem resolution details have been updated in Service Desk system and added to customer knowledge base.

***If issue cannot be resolved through Tier 3 Support:***

20. Issue is escalated to Onsite Support
21. Issue is qualified to determine if it can be resolved through Onsite Support

***If issue can be resolved through Onsite Support:***

22. Onsite Resolution - issue is worked to successful resolution
23. Quality Control –Issue is verified to be resolved to FLORIDA WEST’s satisfaction
24. Trouble Ticket is closed, after complete problem resolution details have been updated in Service Desk system and added to customer knowledge base.

***If issue cannot be resolved through Onsite Support:***

25. Manager Decision Point – request is updated with complete details of all activity performed and escalated to the Program Manager.
26. Program Manager works to address incident with key FLORIDA WEST personnel and HIXARDT’s Executive Advisory Board (EAB) for executive action.

Estimated Incidents per Month	Required Response Times			
	Priority 1	Priority 2	Priority 3	Priority 4
50-200	< 1 Hour	< 4 Hours	< 24 Hours	< 72 Hours

Table 3 Escalation Thresholds

### 1.4.3 Reporting Incidents

Reporting is completed by closing and entering supporting documentation in the BMS Incident System. Once the incident has been properly closed then reports can be created from BMS, VerumVi RMM/ATP to meet reporting requirements.

#### 1.4.4 Tools for Management and Automation

The HIXARDT Team will utilize four Commercial-off-the-Shelf (COTS) products once approved by FLORIDA WEST to automate and streamline the Support processes by monitoring, and management of End User hardware and software, Systems hardware and applications, and Network Hardware. All applications will be installed and utilized on the local network once approved by FLORIDA WEST. Details on the COTS Software follow:

Software	Manufacturer	Purpose
BMS	Kaseya	<p>BMS Professional Services Automation will be used by the HIXARDT Team to organize our business processes around one system, that integrates with our Service Desk, Remote Management, and Monitoring, Financial Applications, and Project and Task Management Applications. BMS pulls all of our diverse systems into one unified and fully integrate platform that provides our support team, management, and executive management teams with a 360 degree view of our organization. It provides:</p> <ul style="list-style-type: none"> <li>✓ Service Desk and Service Management</li> <li>✓ Trouble Ticketing and Knowledge Base</li> <li>✓ Custom Customer Support Portal</li> <li>✓ Sales Marketing and Account Management</li> <li>✓ Finance and Contract Management</li> <li>✓ Project Management</li> <li>✓ Procurement, Inventory, and Asset Management</li> <li>✓ Dashboards and Reporting</li> <li>✓ Integration with Remote Management, Antivirus, and finance systems</li> </ul>
VerumVi RMM	VerumVi RMM	<p>VerumVi RMM is a Remote Management and Monitoring Tool (RMM) primarily used to support the End User, Systems, and Network Environments by providing:</p> <ul style="list-style-type: none"> <li>✓ Anti-Virus Integration</li> <li>✓ Network Mapping</li> <li>✓ Network Monitoring &amp; Reporting</li> <li>✓ Custom Scripting</li> <li>✓ Patch Management</li> <li>✓ Asset Management</li> <li>✓ Support and Integration to BMS to automate incident reporting for items under management and monitoring</li> <li>✓ Remote Maintenance</li> <li>✓ Spontaneous support</li> <li>✓ Presentations</li> <li>✓ Online Training Sessions</li> </ul>

		<ul style="list-style-type: none"> <li>✓ Team Work Collaboration</li> <li>✓ Highly secure all connections are fully encrypted using 1024-bit RSA key exchange and 256-bit AES session encoding.</li> </ul>
VerumVi ATP	Hixardt	ATP is a threat analysis tool that allows for in-depth inspection and analysis to identify cybersecurity threats, patterns, and user behavior that could result in or provide a means to exploit the technology environment. It is designed to allow us to identify events that could disable, harm or expose corporate services and data.

**Table 4 Support Tools**

These Support Tools will allow the HIXARDT Support Team to:

- ✓ Quickly identify problems by using the monitoring and management features of the applications.
- ✓ Connect immediately with End Users for support
- ✓ Create local online training webinars to train End Users to increase efficiency and use of technology
- ✓ Reduce time for resolution by providing detailed information on events
- ✓ Provide the tools to properly diagnose problems
- ✓ Automation of monitored incidents into the BMS System
- ✓ Provide Backup and management of network device configurations
- ✓ Provide detailed logging and reporting for statistical analysis to ensure the HIXARDT Team meets and exceeds Service Level and QA AND SLA requirements.

#### 1.4.5 Notifications

The HIXARDT team will create a notification plan within the first 30 days of the contract commencement. This plan is essential to communicating information anywhere along the chain of involvement, and will define authorized points of contact for reporting and opening and closing problem reports. Currently, tickets are closed by Service Desk personnel after they have verified the issue is resolved with the end user, and the end user provides permission to close the ticket. It is essential in keeping End Users, and Key Personnel updated with resolution information and information critical to making the appropriate decisions during critical outages.

The Notification Plan will also define planned downtime and outages and the process of communicating these activities and statuses to Key Personnel.

#### 1.4.6 Identifying perceived Issues

The HIXARDT team is dedicated to providing exceptional IT support and meeting or exceeding established goals. We see identifying perceived issues an essential lead in to our Quality Assurance Process. HIXARDT is dedicated to minimizing the "suffering silent" syndrome, where End Users and Key Personnel do not feel that the Support Team are adequately addressing issues and accept the current level of performance as the status quo. The HIXARDT Team is dedicated to process improvement through periodic interviews with Key Stake holders to identify areas for improvement by:

- ✓ Using specific and detailed questions
- ✓ Being interactive by working with and not speaking to individuals

- ✓ By not debating input but looking for ways to address concerns through updated policy and procedures
- ✓ Reviewing metrics – Analyzing the data to determine what is effecting Service Levels and where process improvement can be made to improve response
  - This includes looking at items such as
    - Calls by method used
    - Calls by time of day
    - Average Speed to answer
    - Abandoned rates
    - Average Talk Time
    - First Call Resolution and ways to continually improve this critical process
    - Transferred calls
    - Escalated calls
- ✓ Reviewing complaints and making adjustments to policies and procedures governing Support Team operations or use of Technology in FLORIDA WEST environment
  - Bad Product complaints
  - Wrong Answers
  - Did not fix the problem
  - Did not respond but closed the ticket
  - Poor Attitude/Rudeness
  - Poor Allocation of resources
  - Poor prioritization methods
  - Poor Escalation Procedures
  - Poor Tools

## 1.5 Managed Services

### 1.5.1 Service level Agreements

The following table depicts Hixardt's current targets of response and resolution times for our Service Level Agreements (SLAs)

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable). Service "Outage".	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours



Small service degradation (business process can continue, one user affected).	4	Within 72 hours	ASAP – Best Effort	96 hours
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**Table 5 – SLA Incident Response & Resolution**

### 1.5.2 Hours of Operation

Hixardt provides 24x7 support of its clients thru utilization of its Service Desk that operates from 7:00am to 7:00pm and on call after hours support personnel. Individuals requiring support after hours follow the same procedures as normal working hours. Typically contact after hours is made thru email to the support desk at [support@hixardt.com](mailto:support@hixardt.com) or via phone call. Hixardt's inbound support phone line is staffed and answered 24x7.

Currently there no additional surcharges are assessed for after-hours support. Detailed information follow in the table below.

Labor	Support Matrix
Remote PC Management/Service Desk	INCLUDED 7am-7pm M-F
Remote Printer Management	INCLUDED 7am-7pm M-F
Remote Network Management	INCLUDED 7am-7pm M-F
Remote Server Management	INCLUDED 7am-7pm M-F
24x7x365 Network Monitoring	INCLUDED
Lab Labor	INCLUDED 7am-5pm M-F
Onsite Labor	INCLUDED 7am-7pm M-F
Remote PC Management/Service Desk	INCLUDED 7:01pm-9pm M-F

Remote Printer Management	INCLUDED 7:01pm-9pm M-F
Remote Network Management	INCLUDED 7:01pm-9pm M-F
Remote Server Management	INCLUDED 7:01pm-9pm M-F
Lab Labor	INCLUDED 5:01pm-9pm M-F
Onsite Labor	INCLUDED 7:01pm-9pm M-F
Remote Labor All Other Times	INCLUDED
Lab Labor All Other Times	INCLUDED
Onsite Labor All Other Times	INCLUDED

**Table 6 – Additional Surcharges**

### 1.5.3 Emergency Support Options

There are no additional charges for emergency/priority support.

### 1.5.4 Support Model Elements

Hixardt's Managed Service Offering is designed to provide the elements required to support and manage the organizations technology environment at a firm fixed fee. Projects, are addressed outside of the service support contract, as the scope of the project is unknown until the research has been done to obtain a clear understanding of the scope and level of effort required to complete the project. Projects are quoted separately as a firm fixed cost based on the scope and level of effort to complete the project. The elements of support provided in the Managed Services is detailed in the **Section 1.5.6 Detailed Support Items**.

### 1.5.5 Dedicated Personnel

Hixardt's Service Desk Supervisor, Manuel V. Huanosto Jr, is the dedicated support staff liaison between Hixardt and the Florida West team. This person remains the same unless he is promoted or replaced.

### 1.5.6 Detailed Support Items

The following table depicts the services included in Hixardt's IT Managed Services Offering at a firm fixed cost:

General		
Description	Frequency	Included
Document software and hardware changes	As performed	Yes
Test Backups with restores	Monthly	Yes
Monthly reports of work accomplished, work in progress, etc.	Monthly	Yes
Coordination and oversight of network cable installation	As needed	Yes
Implementation, upgrades, maintenance and support for all agency hardware and software	Ongoing	Yes
Wireless service implementation, upgrade, maintenance and support allowing for the use of wireless devices	Ongoing	Yes
Intrusion detection (such as hacking) by installation, upgrade, maintenance and support of network monitoring and firewalls	Ongoing	Yes
Computer software updates for supported software on managed systems	Ongoing	Yes
Virus protection implementation, upgrade, maintenance and support	Ongoing	Yes
E-mail software and service implementation, upgrade, maintenance and support	Ongoing	Yes
Printer/Copier implementation, upgrade, maintenance and support	Ongoing	Yes
End user training to keep staff proficient in use of the hardware and software	As Needed	Yes
End user support via trouble ticket/Service Desk	Ongoing	Yes
Implementation, upgrades, maintenance and support for time keeping system	Ongoing	Yes
Ensure that software applications are functioning as designed	Ongoing	Yes
Ensure PCI compliance including aid in completing annual questionnaires and run quarterly scans	Ongoing	Yes

Servers		
Description	Frequency	Included
Manage servers	Ongoing	Yes

Upgrade, maintain and support servers and associated operating systems	Ongoing	Yes
Check print queues	Ongoing	Yes
Monitor all Server services	Ongoing	Yes
Keep service packs, patches and hotfixes current as per company policy	Ongoing	Yes
Check event log of every server and identify any potential issues	Ongoing	Yes
Monitor hard drive free space on server	Ongoing	Yes
Exchange Server user/mailbox management	Ongoing	Yes
Monitor active directory replication	Ongoing	Yes
Reboot servers if needed	Ongoing	Yes
Run defrag and chkdsk on all drives	Ongoing	Yes
scheduled off time server maintenance	Ongoing	Yes
Install supported software upgrades	Ongoing	Yes
Determine logical directory structure, implement, MAP, and detail	Ongoing	Yes
Set up and maintain groups (accounting, admin, printers, sites, etc)	Ongoing	Yes
Alert agency to dangerous conditions to include:		
Memory running low	As needed	Yes
Hard drive showing signs of failure	As needed	Yes
Hard drive running out of disk space	As needed	Yes
Controllers losing interrupts	As needed	Yes
Network cards report unusual collision activity	As needed	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and prune directory structure, keep efficient and active	As needed	Yes

Disaster Recovery		
Description	Frequency	Included

Disaster recovery of Server(s)	As needed	Yes
Ensure offsite storage of backup data in case of local disaster	Ongoing	Yes
Alerts about security breaches, virus or malware outbreaks	Ongoing	Yes
<b>Devices (Desktop &amp; Laptop)</b>		
<b>Description</b>	<b>Frequency</b>	<b>Included</b>
Manage desktops/Laptops	Ongoing	Yes
Manage network printers	Ongoing	Yes
Manage other networked devices	Ongoing	Yes
Manage PDA's/Smartphones	Ongoing	Yes
<b>Network Support</b>		
<b>Description</b>	<b>Frequency</b>	<b>Included</b>
Check router logs	Ongoing	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Monitor DSU/TSU, switches, hubs and internet connectivity and make sure everything is operational	Ongoing	Yes
Maintain office connectivity to the internet	Ongoing	Yes
<b>Security Support</b>		
<b>Description</b>	<b>Frequency</b>	<b>Included</b>
Check firewall logs	Ongoing	Yes
Confirm that antivirus virus definition auto updates have occurred	Ongoing	Yes
Confirm that antispyware updates have occurred	Ongoing	Yes
Confirm that backup has been performed on a daily basis	Ongoing	Yes
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	Ongoing	Yes
Permissions and file system management	Ongoing	Yes
Set up new users including login restrictions, passwords, security, applications	Ongoing	Yes
Set up and change security for users and applications	Ongoing	Yes
Monitor for unusual activity among users	Ongoing	Yes

Long Range Planning (Assistance and Advice)		
Description	Frequency	Included
Hardware upgrades	Ongoing	Yes
Software upgrades	Ongoing	Yes
File Structure	Ongoing	Yes
Security	Ongoing	Yes
Additional alerts and advice as recommended by best practices	Ongoing	Yes

**Table 7 - Support Model Details**

### 1.5.7 – Additional Answers to Questions

Additional support questions not addressed in Table 7 are provided below.

#### 1. Service Desk Support

- **Is it limited to quota calls?** No
- **Service Desk Hours.** See Section 1.5.2 Hours of Operation
- **Is Service Desk Staff local?** Yes, Hixardt is located on North Palafox Street, just blocks away.
- **What is your average response time and problem resolution time?** See Section 1.5.1 Service Level Agreement. Historically, Hixardt strives to maintain a 15 min response time issue submission with average resolutions averaging less than one hour.
- **Are Service Desk staff employees of the support company or subcontracted?** All employees are W2 employees of Hixardt.
- **Are Service Desk staff full time?** Yes, with the exception of Interns from UWF/PSC/George Stone.
- **What is the skill/certification level of first-level Service Desk staff?** Comp TIA A+, Network +, Security +, Hixardt Desktop Certification (Internal Certification covering Microsoft Office, Outlook, Antivirus)
- **What happens if Service Desk cannot resolve problem?** Hixardt escalates problems that cannot be resolved by Hixardt Service Desk to Manufacturers Service Desk and works jointly with these personnel to resolve issue.

#### 2. Is Vendor Management is included as part of the IT Managed Services? Yes

#### 3. Other User Support is not included.

**4. Internet Service Providers.** Hixardt currently works with local carriers such as Cox Communications and SouthernLight to provide services to customers. Hixardt will obtain quotes from and work with one of these vendors to ensure that Florida West is receiving the best pricing.

**5. Electronic Mail.** Hixardt will be providing Office 365 with Microsoft Exchange Online to provide electronic mail, office products, and additional cloud services.

**6. Security of Equipment and Data.** Hixardt will be providing a managed firewall service as part of this service to provide security of equipment and data, as well as our VerumVi Advanced Threat Prevention Platform.

**7. Security Plan for remote processing.** The current security plan will be evaluated and modified to ensure that it is adequate for Florida West.

**8. Terms for cancelling the support relationship** are negotiated as part of the resulting service contract.

### 1.5.8 Operational Recovery Plan

#### 1.5.8.1 Hixardt Disaster Recovery & Hurricane Preparedness Plan

The Hixardt Disaster Recover and Hurricane Preparedness Plan has been created to prepare our data center and our customers in the event of an impending Hurricane.

This plan is not all inclusive and is not a substitute replacement for sound judgment. Additional planning may be required to enact the complete plan for a customer. This document covers Hurricane Preparedness and Disaster Recover guidance procedures for Hixardt.

#### 1.5.8.2 Hurricane/Disaster Preparedness

In preparing our customers for a Hurricane it is important that we have an understanding of their environment as well as an understanding of how an outage will affect their business. Additionally, Hixardt needs to provide guidance to our customers to allow them to prep the technology environments at their locations. Once it has been determined that our area **WILL BE** effected by the hurricane Hixardt technical staff prepare our customer and corporate data center per the checklist below:

Step	Hours Prior	Activity	Complete
1	72Hrs	Send out mass Hurricane/Disaster email to customer with Customer DR Checklist. (Email Template below)	
2	72Hrs	Ensure Customers DR Site Survey is up to date (This contains and provides current point of contact information)	
3	72Hrs	Ensure Customer Backups have completed successfully	
5	72Hrs	Call customers with Hot site failover and determine if they will want to roll over to their hot site	
6	72Hrs	Ensure that Hot site failover plan is updated or created for customers that want to roll over to hot site	
7	72Hrs	Prep Hot Site Firewall	
8	48Hrs	Ensure customer Backups have completed successfully	
9	24Hrs	Ensure customer Backups have completed successfully	
10	24Hrs	Roll Hot Site Customers to Hot Site operations	
11	24Hrs	Take Backups offline	
12	24Hrs	Shutdown BDR	
13	24Hrs	Prep BDR for transport	
14	24Hrs	Take redundant hardware for Hot Site Operations offline	
15	24hrs	Send Redundant hardware for Hot Site Operations	
16	24hrs	Ensure customers have completed Customer DR Checklist	
17	24Hrs	Ensure that any special notes are captured as trouble tickets and completed	

#### 1.5.8.3 Hixardt Backup Policy

HIXARDT's VerumVi DR (Disaster Recovery) is based on technology from Western Digital for the onsite backup appliance, and Veeam the market leader in cloud virtualization backup and replication for onsite and offsite backups. Additionally, Hixardt has a "hot site" disaster recovery service based on Veeam Replication.



Hixardt provides backup and disaster recovery services for the CLIENT based on the SERVICES that they have opted into.

Each backup method utilized by Hixardt is designed to allow us to completely recover all of the organizations data in the event of hardware failure or disaster based on the retention policy for the service. Hixardt makes BEST EFFORT to maintain and restore backups as listed in the chart below.

Each backup method utilized by Hixardt is designed to allow us to completely recover all of the organizations data in the event of hardware failure or disaster based on the retention policy for the service. A customer's specific disaster recovery, backup schedule, retention, and return to operations is determined by the service they are contracted to receive. Additional information for each of the backup service methods are listed in the chart below:

Service	Frequency	Retention	RTO/RPO	Storage Location	Test Schedule
VerumVi DR Local	Daily	1 Month	48Hrs/48Hrs	Pensacola	Quarterly
VerumVi DR Offsite	Daily	1 Week	24Hrs/4Hrs	Atlanta	Semi-Annually
VerumVi DR Replication	Continuous Sync	Indefinite	Immediate	Atlanta	Semi-Annually

#### 1.5.8.4 Hixardt Recovery Policy

Hixardt provides its services from our data center located in Atlanta, GA, and Richmond, VA. All of Hixardt's critical corporate services are redundant running from multiple data centers. This includes our most critical systems phone and email, virtual desktops, and billing systems. As a Cloud service provider, Hixardt has the ability to roll services, for Hixardt's corporate office and customers subscribed to cold/hot site backup services, from Hixardt's Pensacola data center to the Atlanta Data center utilizing VMware Site Recovery Manager and Veeam Replication. We then roll the services back once the disaster has passed and we are ready to restore services to the Pensacola data center. As Hixardt core systems are redundant, loss of services from one data center will not disable our ability to provide service. As our VIOP phones run from the cloud, internal routing to our desk phones will automatically route to the employee's cell phone. Employee Cell phones with the corporate softphone enabled can work if connected to a carrier network or an internet Wi-Fi connection giving them multiple modes of connectivity in a disaster area. A loss of Hixardt's main office in Pensacola will not stop our ability to provide services or communicate with our customers.

#### 1.5.9 Training

Hixardt understands that organizations like to be trained on new and upcoming technologies, as well as the use of those technologies. Hixardt works with our product vendors to obtain the specified courseware required for technical administrators and for employee/end users. We utilize our project managers to customize the course ware to the individual customer while working with our Tier 1, and Tier 2 Service Desk Personnel. Classes for administrators are done using our Tier 2 Service Desk Personnel and Classes for end users are done using our Tier 1 Service Desk personnel. We utilize Service Desk Personnel to provide this specific training as they are the individuals working with the technical administrators and the end users on a daily basis. For us training is about support and efficiency. Having the Service Desk Personnel provide training gives them a better understanding of the services that they provide. Interfacing with the end user, gives them a better understanding of the people they support while putting a face to voice on the other end of the phone.

Ultimately this creates a much greater bond between Service Desk Staff, and customer technical and end user personnel. It gives both teams the ability to train in the material but to understand pain points from the others perspective. The working relationships and resulting process changes drive better understanding of the material, the environment, and the technical and support process, while fostering a better working relationship between the parties. This type of training is included as part of the IT Managed Services offering as a value added at no additional charge to Florida West.

Additionally, Hixardt's Professional Services team can staff specific trainers for specific training that the Florida West organization would like to receive. Pricing for dedicated staff training is not provided as part of the IT managed Services and is negotiated at a firm fixed price with Florida West based on the training requirement and staffing required.

#### **1.5.10 Insurance**

Copies of Hixardt's Insurance are provided in Attachment: Proof of Insurance.

### **2.0 Management Deliverables and Reports**

Examples of Management Deliverables and Reports are provided in Attachment: Sample Reports

### **3.0 Project Team and Staffing**

Hixardt's project team members that will be supporting Florida West are all W2 employees working from our corporate office in Pensacola, FL. Hixardt recruits locally from the local universities and George Stone technical college. All personnel must have a college degree in computer science, or the appropriate technical training from an accredited vocational school to be hired as a technical team member or engineer for Hixardt. All personnel must have a minimum of A+ certification before being allowed to support customers, and then are required to obtain their Network+, and Security+ certification within their first six months of employment.

Hixardt supports hiring Veteran's first initiative for Veterans meeting our employment requirements.

Hixardt is actively involved with George Stone Technical Institute in modifying curriculum for their systems and network administration, and security courses. We have bought in a number of industry partners, VMWare, Veeam, Kaseya, CISCO, and Fortinet to assist us in modifying the curriculum, and providing the tools required for students to train on to produce the "product" that Hixardt and other local organizations require in their IT departments. Over the next several months we plan on finishing a build out of a data center on the George Stone Campus, with tools, and curriculum to begin offering the new classes in August of 2019.

This is being done to ensure that there is adequate supply of IT talent in the local market.

### **4.0 Detailed and Itemized Pricing**

Hixardt Technologies is proposing our Managed Services and VerumVi platform to provide the services required for Florida West at a fixed monthly fee. A detailed breakdown of the services is provided in section 4.1 – Detailed Florida West Pricing.

There are no additional fees for transitioning Florida West to Hixardt's services.

### 3.1 Detailed Florida West Pricing

Cloud Managed Service Provider Contract Pricing				
Quantity	Device	Price	Discount	Monthly Cost
<b>VerumVi CMS</b>	<i>Provides fixed fee support for the front office Desktops and Devices. Each Virtual Desktop will require same # of EUDaaS quoted, this will auto populate for you. Managed devices are all other devices such as Physical Desktops, Laptops, Tablets, Switches, Routers, DVRs ect. Remote Monitoring &amp; Management (RMM) is required for each device that be remotely monitored such as switch or Physical desktop. Every Managed Service Customer must be quoted the Connectwise Portal. This is the Helpdesk / Ticketing system</i>			
1	<b>VerumVi Cloud Managed Services</b>	\$1,379.60	0%	\$1,379.60
1	Secure OfficeMSP MNGT (Firewall Monitoring & Management Only)			
1	VerumVi RMM Mngt Portal			
1	Server Support w/ VerumVi Backup/DR Bundle (Includes Server Support, RMMS, AntiVirus, Patch & Security Management, and VerumVi Backup/DR - 500GB Cloud Storage Included)			
7	End User Support (Includes Help Desk Support, Remote/Onsite End User & Workstation Support, RMMS, SPAM, and AntiVirus per user. Includes support for Microsoft Office, and Adobe Products)			
7	O365 Management			
1	VerumVi Advanced Threat Protection			
1	Website Management			
1	DNS Management			
<b>Total Monthly Managed Service</b>				<b>\$1,379.60</b>
Cloud Managed Service Provider Contract Pricing				
Quantity	Device	Price	Discount	Monthly Cost
<b>Office 365</b>				
1	<b>VerumVi Cloud Managed Services</b>			
7	Office 365 Business Pro (Includes Hosted Exchange, Office Suite, One Drive Business 1TB per user, Online Conferencing, Skype, Yammer, and Team Sites)	\$12.50		\$87.50
<b>Total Monthly Email Services</b>				<b>\$87.50</b>
<b>Total Monthly Services</b>				<b>\$1,467.10</b>

#### Note 1: Multi Year Discounts

1-Year Service Contract: \$17,605.20/yr  
 3-Year Service Contract: \$16,724.94/yr (5% Discount)  
 4-Year Service Contract: \$16,372.84/yr (7% Discount)

## APPENDIX: REFERENCES

Hixardt is submitting the following references as companies that are receiving services similar to the proposed in this proposal.

Hixardt Technologies, INC – RX Advantage, INC	
Name of the Customer:	RX Advantage INC
Contract/Work Identification Number:	090113MH01
Contract Type:	Firm Fixed Price
Total Contract Value:	\$695,520.06
Total End Users Supported	70
Period of Performance:	5/19/2003 thru Present (Ongoing)
Technical/Project Manager's Point of Contact:	Steve Mauschak, CTO <a href="mailto:smaruschak@rxadvantage-inc.com">smaruschak@rxadvantage-inc.com</a> , (251) 625-6100
Contracting Official Point of Contact:	Travis Hadder, COO <a href="mailto:thadder@rxadvantage-inc.com">thadder@rxadvantage-inc.com</a> , (251) 625-6100
<p><b>Brief Description of Work Performed:</b> RX Advantage INC is subsidiary of PharMerica, one of the three largest pharmaceutical companies in the US. RX provides pharmaceutical services for hospitals, and nursing homes throughout the southeast. Hixardt provides Service Desk Tier 1, 2, 3, Deskside, security (SAT Team tasks), data center, and virtualization support.</p> <p><b>Tier 1 Support Desk</b></p> <ul style="list-style-type: none"> <li>➤ Tier 1 Service Desk services from our Support Desk in Pensacola, FL. End users call, email, or open a trouble ticket with the Tier 1 Service Desk. A tier 1 Service Desk technicians calls the end user and walks them thru the steps for resolution, or gets them into a remote session to resolve the issue. Issues that cannot be resolved by the Tier 1 Service Desk technician or are server, network, or security related is escalated to Tier 2 personnel. Tier 1 personnel are trained in customer SOPs, and use these and Hixardt's SOP to resolve issues. The Tier 1 personnel support any issue that is end user related. They are responsible for patch management of the workstation, installation of end user software, training end users on the use of software, backing up end user desktop data, end user antivirus, installation of VPN software, and virus cleanup.</li> <li>➤ Tier 1 personnel are responsible for print queue management and assisting end users with print problems.</li> </ul> <p><b>Tier 2 Support Desk</b></p> <ul style="list-style-type: none"> <li>➤ Tier 2 Service Desk personnel are responsible for the server and security environment for the customer. They manage the exchange, SharePoint, dynamics, and custom application servers for the customer. For RX this also included Docutrack, DigiMed, and automation software that controls the robots.</li> <li>➤ Tier 2 personnel are responsible for account management of active directory, email, and VPN accounts.</li> <li>➤ Management of the Virtual Servers and Storage Area Networks. Tier 2 personnel are responsible for the management of the VMware ESX servers and the Dell EqualLogic storage.</li> <li>➤ Management of routers and switches. Tier 2 personnel are responsible for management of router and switch infrastructure.</li> </ul>	

#### **Hixardt Technologies, INC – RX Advantage, INC**

- Tier 2 personnel deploy Hixardt VerumVi RMM tool to provide remote monitoring and management of the desktop, laptop, server, application, routing, switching, print, and security environment. The Hixardt VerumVi RMM tool deploys and manages Vipre AV to all desktops, laptops, and servers owned by the organization. It continually monitors all assets to ensure that they are operating inside of defined parameters. If an AV, patch, hardware, or device generated event occurs the RMM tool initiates an auto repair corrective action, if defined, as defined and configured by Hixardt technicians against the device. This allows for self-heal of issues identified in systems logs for workstations, and servers. The VerumVi RMM tool is integrated into our trouble ticketing system and automatically opens and closes self-healing tickets, or opens tickets and alerts via email when other issues occur.

#### **Tier 3 Support Desk**

- Tier 3 Support Desk personnel resolve critical issues that cannot be resolved by Tier 1&2 personnel.
- Tier 3 personnel manage the Checkpoint firewall for the organization.

#### **Deskside Support**

- Hixardt provides onsite deskside support to support end users with issues that cannot be resolved remotely by Tier1, 2, and 3 personnel. The deskside support technician provides “hands on” services in support of issue resolution efforts for Tier 1-3.
- The deskside support technician is involved in end user setup, technology moves, and break/fix repair.
- The deskside support technician is responsible for the technology infrastructure including CAT 5E and Fiber cable plant, UPS, and HVAC systems.

#### **Contract Administration Support**

- As part of its Executive CIO services, Hixardt incorporates Vendor management, sourcing services and equipment and negotiating preferred pricing by leveraging Hixardt’s Vendor partnerships and certifications. In addition, Hixardt assists in market research related specifically to the medical industry including compliance and security issues, as well as product upgrades and improvements to provide superior, high-transactional efficiencies.

#### **Data Center Management**

- Hixardt designed and built the data center at RX Advantage. This data center supports the activities of the organization, it houses the physical VMware ESX servers, Storage Area Network (SANs), phone system, HVAC, and UPS systems. Hixardt is responsible for management and repair of all data center infrastructure items to ensure that the services required to support the RX Advantage mission are available 24x7-365 days a year with 99.9% systems availability
- Hixardt is responsible for providing an offsite disaster recovery failover site in it Pensacola, FL data center. Hixardt is responsible for creating, maintaining, and testing backups, and disaster recovery processes to ensure that they are relevant and allow the organization to recover as planned in the event of a catastrophic event.

#### **Technology Refresh**

- Hixardt is responsible for creating and maintain a technology refresh plan to include replacement of end of life hardware and software, and hardware (firmware) and software updates as required to improve the reliability and stability of the technology environment.

#### **New Technology**

- Hixardt is responsible for researching and recommending new technology that would allow RX to increase its service capacity, improve efficiency, or reliability of the systems needed for it to deliver its services.

#### Hixardt Technologies, INC – RX Advantage, INC

- Hixardt is responsible for testing, integrating, training, operating, and maintaining technology that has been approved for acquisition.

#### Case Study – Technology Review and Integration

RX Advantage has four robots that are used to create medication packets for individuals in hospitals and nursing homes. Each robot holds 2500 canisters of pills. During a facility run a data base of individuals and the medications that they require for their morning, noon, and evening dose is loaded into the robot management software. The robot analysis the data base and provides users with a list of pills that need to be loaded into each of the 2500 slots for the pill run. The process starts and packages of pills are dispensed from the robot. Each individual package is marked with the individual's name, and medication information, and barcoded. Once the pill run is complete the ribbon of pill packages is taken to the QA room where a pharmacist and pharmacist's aids visually inspect each pill package to ensure that the proper pills are in the package. This process takes up to 10 seconds for a human to inspect a package.

Hixardt worked with RX Advantage staff to locate a system that could automate the process. The DiGiMed system was selected. Hixardt worked with RX and the Vendor to integrate the system. DiGiMed provides a machine with cameras that allows RX to load the ribbon of pills. The device starts the process and takes a picture of each pill case and OCRs the pills in the package. Based on the database that was used to create the ribbon of pill cases, DiGiMed is able to identify the pills in the package based on size, shape, and color against the know size shape and color for the pills listed for the package in the database. This allowed RX to reduce the amount of time to QA and check a pill package from 10 seconds to .1 second per pill package with a 99% rate of accuracy vs. a 93% rate of accuracy for human checks. The DiGiMed system sends a picture of a pill packet that fails a check to a QA operator. The operator has three 27" monitors at his station. As an error is flagged, the pill case with the error shows up full screen on the right monitor. As the next error is presented the pill case with the error moves to the screen to the left. The operator only needs to click on a pill case to mark it as bad. Doing so does not stop the QA process. It creates an exception report, and RX QA staff members can go straight to that pill packet and remove it and mitigate the problem at the end of the QA process. This saves RX a significant amount of time and has significantly increased its capacity and accuracy.

#### Hixardt Technologies, INC – Santa Rosa County Tax Collector

Name of the Customer:	Santa Rosa County Tax Collector
Contract/Work Identification Number:	040113MH01
Contract Type:	Firm Fixed Price
Total Contract Value:	\$1,305,581.08
Total End Users Supported	125
Period of Performance:	09/25/01 thru Present (Ongoing)
Technical/Project Manager's Point of Contact:	Bryan Hathaway, IT Director <a href="mailto:bhathaway@srctc.com">bhathaway@srctc.com</a> , 850-983-1800
Contracting Official Point of Contact:	Stan Nichols, Tax Collector <a href="mailto:snichols@srctc.com">snichols@srctc.com</a> , 850-983-1800

#### Brief Description of Work Performed:

The Santa Rosa County Tax Collector manages the Tax and Tag services for one of the top 5 largest counties in the State of Florida. The Santa Rosa County Tax Collector (SRCTAX) is one of the Santa Rosa County Organizations that Hixardt provides support for. Their 125 end uses represent 25% of the 500 end users that Hixardt supports across all Santa Rosa County Organizations. The Tax Collector operates from

**Hixardt Technologies, INC – Santa Rosa County Tax Collector**

four offices located in the north, south, east, and west parts of the county. Hixardt support all locations by providing Service Desk Tier 1, 2, 3, Deskside, security (SAT Team tasks), data center, and virtualization support.

**Tier 1 Support Desk**

- Tier 1 Service Desk services from our Support Desk in Pensacola, FL. End users call, email, or open a trouble ticket with the Tier 1 Service Desk. A tier 1 Service Desk technicians calls the end user and walks them thru the steps for resolution, or gets them into a remote session to resolve the issue. Issues that cannot be resolved by the Tier 1 Service Desk technician or are server, network, or security related is escalated to Tier 2 personnel. Tier 1 personnel are trained in customer SOPs, and use these and Hixardt's SOP to resolve issues. The Tier 1 personnel support any issue that is end user related. They are responsible for patch management of the workstation, installation of end user software, training end users on the use of software, backing up end user desktop data, end user antivirus, installation of VPN software, and virus cleanup.
- Tier 1 personnel are responsible for print queue management and assisting end users with print problems.

**Tier 2 Support Desk**

- Tier 2 Service Desk personnel are responsible for the server and security environment for the customer. They manage the exchange, SharePoint, dynamics, and custom application servers for the customer. For SRCTAX this also included Manatron Tax Management System, and FRVIS State of Florida driver license and tag system.
- Tier 2 personnel are responsible for account management of active directory, email, and VPN accounts.
- Management of the Virtual Servers and Storage Area Networks. Tier 2 personnel are responsible for the management of the VMware ESX servers and the Dell EqualLogic storage.
- Management of routers and switches. Tier 2 personnel are responsible for management of router and switch infrastructure.
- Tier 2 personnel deploy Hixardt VerumVi RMM tool to provide remote monitoring and management of the desktop, laptop, server, application, routing, switching, print, and security environment. The Hixardt VerumVi RMM tool deploys and manages Vipre AV to all desktops, laptops, and servers owned by the organization. It continually monitors all assets to ensure that they are operating inside of defined parameters. If an AV, patch, hardware, or device generated event occurs the RMM tool initiates an auto repair corrective action, if defined, as defined and configured by Hixardt technicians against the device. This allows for self-heal of issues identified in systems logs for workstations, and servers. The VerumVi RMM tool is integrated into our trouble ticketing system and automatically opens and closes self-healing tickets, or opens tickets and alerts via email when other issues occur.

**Tier 3 Support Desk**

- Tier 3 Support Desk personnel resolve critical issues that cannot be resolved by Tier 1&2 personnel.
- Tier 3 personnel manage the Checkpoint firewall for the organization.

**Deskside Support**

- Hixardt provides onsite deskside support to support end users with issues that cannot be resolved remotely by Tier1, 2, and 3 personnel. The deskside support technician provides "hands on" services in support of issue resolution efforts for Tier 1-3.
- The deskside support technician is involved in end user setup, technology moves, and break/fix repair.



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#### **Hixardt Technologies, INC – Santa Rosa County Tax Collector**

- The deskside support technician is responsible for the technology infrastructure including CAT 5E and Fiber cable plant, UPS, and HVAC systems.

#### **Contract Administration Support**

- As part of its Executive CIO services, Hixardt incorporates Vendor management, sourcing services and equipment and negotiating preferred pricing by leveraging Hixardt's Vendor partnerships and certifications. In addition, Hixardt assists in market research related specifically to the medical industry including compliance and security issues, as well as product upgrades and improvements to provide superior, high-transactional efficiencies.

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- Hixardt is responsible for creating and maintain a technology refresh plan to include replacement of end of life hardware and software, and hardware (firmware) and software updates as required to improve the reliability and stability of the technology environment.

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- Hixardt is responsible for researching and recommending new technology that would allow an increase in its service capacity, improve efficiency, or reliability of the systems needed for it to deliver its services.
- Hixardt is responsible for testing, integrating, training, operating, and maintaining technology that has been approved for acquisition.

#### **Case Study – Technology Review and Integration**

SRCTAX has relied heavily on Hixardt over the years for review of new technology and upgrade and maintenance of the current technology environment. Hixardt has reviewed and integrated a number of technology solutions for credit card signature systems that integrate with contract signing systems, to the County Tax Management system, as well as phone, and customer ticket queuing. Our implementation of the new County Tax Management System, and customer ticket queuing and scheduling system has allowed SRCTAX to decrease the time to issue tags and drivers licenses by more than 50%. This processes and technology systems put in place at SRCTAX has allowed them to increase their capacity while significantly reducing the transaction times for customers even during the busiest of time. This increase in capacity and performance is so well known in our area as the organization that can get things done with minimum wait time.

## APPENDIX: COMPANY OVERVIEW

**Official registered Name:** Hixardt Technologies, INC  
**Type:** Florida C-Corp  
**Address:** 282 North Palafox St, Pensacola, FL 32502  
**Main Telephone Number:** 850-439-3282  
**Toll Free Number:** 866-985-3282  
**Fax:** 850-439-3363

**Key Contact Name:** Michael E Hicks Jr  
**Key Contact Title:** President/CEO  
**Key Contact Direct Phone:** 850-465-0159  
**Key Contact Fax:** 850-439-3363

**Person(s) Authorized to Bind Contract:** Michael E Hicks Jr, Violet B. Hicks

### Brief History:

#### Corporate Overview Hixardt

Hixardt Technologies INC (HTI) is an Information Technology firm established in June 2001, and headquartered in Pensacola Florida. In 2011, HTI graduated from the SBA 8(a) program and certified as a "verified" Service Disabled Veteran Owned Small Business.

HTI has excelled over the years with a number of corporate awards. In 2010, HTI received the Global Minority Firm of the Year from the US Department of Commerce, MBDA. In 2011, HTI was honored with the GrowFL award as one of the 50 fastest growing companies in the State of Florida, in 2012 HTI was named to the INC 500/5000 as one of the fastest growing small businesses in the nation.

#### Product Service Overview

HTI's focus has been in providing IT products and services for the federal, State/County, healthcare, education, insurance, and legal markets. The services that we provide, the assets that we possess, the certifications maintained, and past performance align to give us a unique competitive advantage when delivering cloud/virtualization solutions and support services based on VMware, CISCO, and EMC products. HTI has seen a tremendous push for organizations to adopt a cloud technology strategy in support of data center modernization efforts. Our IT experience in owning and operating data centers and network and security operations centers, service desks, and managing five customer owned data centers that support organizational security, network, servers, applications, storage, and end users across nine states, has given us a great deal of experience in transforming legacy hardware/software technology environments into high performance virtualized/cloud environments and in supporting the end users that are reliant on these services. HTI works with hardware and application vendors to transform legacy systems into a cloud enabled environment using CISCO, VMware, and EMC products. HTI has assisted organizations in creating a private, hybrid, public cloud strategy that supports the organizations current needs, while providing them with a high performance environment that supports rapid resource and storage expansion to meet future needs as well as providing Tier 1, 2, 3 support for the organizations end users.

**Disclosure of any actual or potential conflicts of interest and any pending lawsuits.**

**Conflicts:** No potential conflicts exist.

## ATTACHMENT: SAMPLE REPORTS



### Network Performance Summary

All devices for customer 'Penscola Chamber' (Last Day)  
Generated: 11/30/2015 7:00 AM

#### Network Performance Overview

All devices for customer 'Penscola Chamber' (Last Day)

Device Count	8
Interface Count	9
User Count	3
Agent Count	8
Policy Count for Flow Enabled	8
Devices Responding To Ping Count	0
New Device Count	0
Removed Device Count	0
Triggered Alert Count	0
Reset Alert Count	0
Escalated Alert Count	0
In Process Alert Count	1

#### Top Average Memory Usage (%)

Multiple Targets (customer 'Penscola Chamber')

Host Name	Memory %
PNSPCCVIRT	96.85%
PNSPCCCEXC10	96.27%
PNSPCCDC	79.21%
PNSPCCAPP	78.18%
PNSPCCVCS	47.97%
PCCVBA03	27.70%
PCCVAPP03	26.10%
PNSPCCRELAY	18.59%

#### Top Average CPU Usage (%)

Multiple Targets (customer 'Penscola Chamber')

Host Name	Average CPU
PNSPCCDC	3.00%
PNSPCCAPP	1.50%
PNSPCCCEXC10	0.67%
PNSPCCVIRT	0.63%
PNSPCCVCS	0.50%
PNSPCCRELAY	0.00%
PCCVBA03	0.00%
PCCVAPP03	0.00%

#### Top Average Packet Loss (%)

Multiple Targets (customer 'Penscola Chamber')

Host Name	Packet Loss %
PNSPCCDC	0%
PNSPCCRELAY	0%
PNSPCCVCS	0%
PNSPCCCEXC10	0%
PNSPCCAPP	0%
PCCVBA03	0%
PCCVAPP03	0%
PNSPCCVIRT	0%

#### Top Highest Average Latency (ms)

Multiple Targets (customer 'Penscola Chamber')

Host Name	Ping
PNSPCCDC	0 ms
PNSPCCRELAY	0 ms
PNSPCCVCS	0 ms
PNSPCCCEXC10	0 ms
PNSPCCAPP	0 ms
PCCVBA03	0 ms
PCCVAPP03	0 ms
PNSPCCVIRT	0 ms

#### Top Disk Volume Utilization

Multiple Targets (customer 'Penscola Chamber')

Host Name	Disk	Free	Free %	Used	Used %	Total
PNSPCCAPP	D:	106.74 GB	9%	1,019.65 GB	91%	1,126.40 GB
PNSPCCCEXC10	D:	46.57 GB	10%	413.42 GB	90%	460.00 GB
PNSPCCCEXC10	C:	12.26 GB	18%	57.64 GB	82%	69.90 GB
PNSPCCVIRT	C:	23.48 GB	30%	55.42 GB	70%	78.91 GB
PNSPCCRELAY	C:	12.18 GB	31%	27.72 GB	69%	39.90 GB
PNSPCCDC	C:	13.90 GB	35%	26.00 GB	65%	39.90 GB
PNSPCCVCS	C:	23.84 GB	40%	36.06 GB	60%	59.90 GB
PNSPCCVIRT	D:	577.48 GB	44%	737.95 GB	56%	1,315.43 GB
PCCVBA03	C:	19.81 GB	50%	20.17 GB	50%	39.99 GB
PNSPCCAPP	C:	41.78 GB	52%	38.12 GB	48%	79.90 GB

PCCVAPP03 C: 25.38 GB 63% 14.61 GB 37% 39.99 GB

Top Interface Utilization Throughput

Multiple Targets (customer 'Penscola Chamber')

Host Name	Name	MAC	Received	Transmitted	Total	Speed	Active
PNSPCCVCS	Local Area Connection	00:50:56:A3:2C:B4	0.10 Mbps	0.08 Mbps	0.17 Mbps	1,000.00 Mbps	True
PNSPCCXC10	Local Area Connection	00:50:56:A3:0E:1D	0.06 Mbps	0.04 Mbps	0.10 Mbps	1,000.00 Mbps	True
PNSPCCDC	Local Area Connection	00:50:56:A3:0E:1C	0.03 Mbps	0.03 Mbps	0.05 Mbps	1,000.00 Mbps	True
PNSPCCAPP	Local Area Connection	00:50:56:A3:2C:D7	0.01 Mbps	0.01 Mbps	0.01 Mbps	1,000.00 Mbps	True
PNSPCCVIRT	Local Area Connection 4	00:22:19:C4:F7:D7	0.00 Mbps	0.00 Mbps	0.00 Mbps	4,294.97 Mbps	True
PCCVSB03	Local Area Connection	00:15:5D:01:6C:05	0.00 Mbps	0.00 Mbps	0.00 Mbps	1,410.07 Mbps	True
PCCVAPP03	Local Area Connection	00:15:5D:01:6C:07	0.00 Mbps	0.00 Mbps	0.00 Mbps	1,410.07 Mbps	True
PNSPCCRELAY	Local Area Connection	00:50:56:B2:13:30	0.00 Mbps	0.00 Mbps	0.00 Mbps	1,000.00 Mbps	True
PNSPCCVIRT	Local Area Connection 6	00:22:19:C4:F7:D9	0.00 Mbps	0.00 Mbps	0.00 Mbps	100.00 Mbps	True

Top Interface Utilization Percent

Multiple Targets (customer 'Penscola Chamber')

Host Name	Name	MAC	Received %	Transmitted %	Total %	Speed	Active
PNSPCCVCS	Local Area Connection	00:50:56:A3:2C:B4	0.01%	0.01%	0.01%	1,000.00 Mbps	True
PNSPCCXC10	Local Area Connection	00:50:56:A3:0E:1D	0.01%	0.00%	0.01%	1,000.00 Mbps	True
PNSPCCDC	Local Area Connection	00:50:56:A3:0E:1C	0.00%	0.00%	0.00%	1,000.00 Mbps	True
PNSPCCVIRT	Local Area Connection 6	00:22:19:C4:F7:D9	0.00%	0.00%	0.00%	100.00 Mbps	True
PNSPCCAPP	Local Area Connection	00:50:56:A3:2C:D7	0.00%	0.00%	0.00%	1,000.00 Mbps	True
PCCVSB03	Local Area Connection	00:15:5D:01:6C:05	0.00%	0.00%	0.00%	1,410.07 Mbps	True
PCCVAPP03	Local Area Connection	00:15:5D:01:6C:07	0.00%	0.00%	0.00%	1,410.07 Mbps	True
PNSPCCRELAY	Local Area Connection	00:50:56:B2:13:30	0.00%	0.00%	0.00%	1,000.00 Mbps	True
PNSPCCVIRT	Local Area Connection 4	00:22:19:C4:F7:D7	0.00%	0.00%	0.00%	4,294.97 Mbps	True

Software Changes

All devices for customer 'Penscola Chamber' (Last Day)

IP Address	Host Name	Customer Name	Name	Change
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Alerts in Process

All devices for customer 'Penscola Chamber'

Date	Alert Name	Severity	Priority	Customer	Policy	Device	Actions Complete	Alert Text
4/13/2015 6:17:24 AM	Logical Disk Free Smart Alert	High	P1	Penscola Chamber	Global Exchange 2010 Server Policy	172.16.100.2	n/a	At 4/13/2015, 6:17 AM (UTC -0800) Condition: Disk average free space 9.99 GB was at or under threshold of 10 GB for C:

**Service Report**

**11/30/2015 1:51 PM**

Report only shows 500 records

**Member:** Accounting Department

**Company:** %chamber%

**Next Date:** Anytime

Showing Parent Records

Entered / Reqd	Summary / Company / Contact	Location / Business Unit	Service Details	Closed
SR 18696	<b>Maintenance server -PNSPCCAPP</b> Pensacola Chamber of Commerce Pensacola Chamber 850-438-4081 connectwise@pensacolachamber.com	Hixardt Corporate Managed Services	<b>Status:</b> New <b>Type:</b> Labor <b>Location:</b> On-Site <b>Source:</b> Phone <b>Urgency:</b> Priority 3 - No... <b>Team:</b> Managed Services	
10/27/2015 8:15 PM by:Timothy Dodd				

**Detail Description:** Tue 10/27/2015/8:15 PM CST/ Timothy Dodd- Updates needed

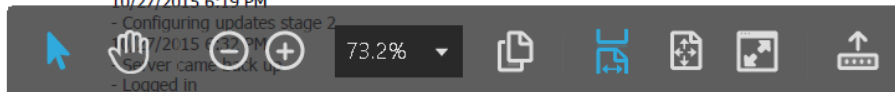
**Internal Analysis:** Fri 11/13/2015/9:55 AM CST/ Christopher Meredith- 56 important to do

Tue 10/27/2015/8:32 PM CST/ Timothy Dodd- 44 remaining

Tue 10/27/2015/8:15 PM CST/ Timothy Dodd- 107 total

**Resolution:** Tue 10/27/2015/5:45 PM CST/ Timothy Dodd (time)- PNSPCCAPP 107 updates to install

10/27/2015 5:41 PM  
- Created Snapshot for Virtual Machine  
- Decided to break updates into two parts  
- Server updates  
- Security updates & .NET updates  
10/27/2015 5:44 PM  
- Started to download server updates (26 total)  
10/27/2015 5:51 PM  
- 36% Complete  
10/27/2015 5:59 PM  
- Preparing to install  
- Installing 3 of 26  
10/27/2015 6:15 PM  
- Updates finish downloading  
- Bounced server  
10/27/2015 6:17 PM  
- Configuring updates  
10/27/2015 6:19 PM  
- Configuring updates stage 2  
10/27/2015 6:32 PM  
- Server came back up  
- Logged in  
- Ran check for updates  
10/27/2015 6:45 PM  
- 81 updates available



- Downloading updates  
10/27/2015 6:53 PM  
- Downloading updates  
10/27/2015 7:02 PM  
- Downloading 75% complete  
10/27/2015 7:29 PM  
- Installed 18 of 81 updates  
10/27/2015 7:47 PM  
- Installed 30 of 81 updates  
10/27/2015 7:58 PM  
- Installed 31 of 81 updates  
10/27/2015 8:13 PM  
- Installed 36 of 81 updates  
- One update failed  
- Canceled 44 updates  
- Bounced server  
- Configuring Windows updates  
?? 15% Complete  
10/27/2015 8:25 PM  
- Server came back up  
- Checked services  
- All services started correctly  
- 44 updates remaining

**SR 18426**

**Service set up! New Employee**

Hixardt  
Corporate  
Finance - HR

**Status:** Open  
**Type:**  
**Location:** On-Site  
**Source:**  
**Urgency:** Priority 3 -  
**Team:** No...

09/21/2015 9:24  
AM  
by:zSys Admin

Pensacola Chamber of Commerce  
Libby Brown  
850-438-4081 x243  
lbrown@pensacolachamber.com

Reqd: 10/01/2015

**Detail Description:** Mon 9/21/2015/9:24 AM CST/ Libby Brown lbrown@pensacolachamber.com (portal)  
Hi!

I am going to need service set up for our new marketing person- Sena Maddison, and elimination of account for Alex Doleac-who completed his internship and moved on to bigger and better opportunities...

She will begin working on October 1- please feel free to give me a call if I can provide any additional information to you!

-Libby

**SR 17239**

**Users**

Hixardt  
Corporate  
Finance - HR

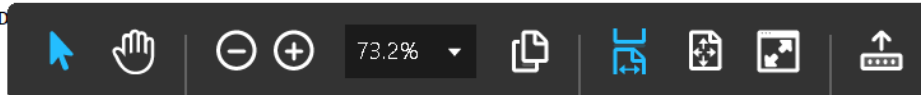
**Status:** Open  
**Type:**  
**Location:** On-Site  
**Source:**  
**Urgency:** Priority 3 -  
**Team:** No...

03/03/2015 1:48  
PM  
by:zSys Admin

Pensacola Chamber of Commerce  
Fawnn Harnage  
850-438-4088  
fharnage@pensacolachamber.com

Reqd: 03/03/2015

**Detail D**



these 24

ATTACHMENT: PROOF OF INSURANCE

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/8/2019																					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																							
<b>PRODUCER</b> Madril Insurance LLC P. O. Box 617  Cantonment FL 32533  <b>INSURED</b> Hixardt Technologies, Inc. P O Box 12915 Pensacola FL 32591	<b>CONTACT NAME:</b> Wanda Nodhturft <b>PHONE (A/C, No. Ext.):</b> (850) 476-2733 <b>FAX (A/C, No.):</b> (850) 476-2753 <b>E-MAIL ADDRESS:</b> wanda@lucascommercial.com  <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Travelers Property Casualty of America</td> <td>25674</td> </tr> <tr> <td colspan="2">INSURER B: Phoenix Insurance</td> <td>25623</td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty of America		25674	INSURER B: Phoenix Insurance		25623	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A: Travelers Property Casualty of America		25674																					
INSURER B: Phoenix Insurance		25623																					
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							
<b>COVERAGES</b> <span style="float: right;"><b>CERTIFICATE NUMBER:</b> CL1841104019 <b>REVISION NUMBER:</b></span> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZLP21N68574	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000																
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000																
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							MED EXP (Any one person) \$ 10,000															
								PERSONAL & ADV INJURY \$ 1,000,000															
B	<b>AUTOMOBILE LIABILITY</b>			BA7F289541	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000																
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$															
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$															
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$															
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP41M54582	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000																
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$ 1,000,000															
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							Following Form \$															
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A					<input type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$															
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Blanket Additional Insured including Products/Completed Operations, Blanket Primary & Non-Contributory and Blanket Waiver of Subrogation applies to General Liability when required by written contract.																							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																			
violet.hicks@hixardt.com  Hixardt Technologies Inc P O Box 12915 Pensacola, FL 32591				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE W Nodhturft/NODHTU																			



## ATTACHMENT: Equal Opportunity/Affirmative Action Statement

### ATTACHMENT 1

#### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The firm hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The firm agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:



Title: Michael E Hicks Jr  
President/CEO

Firm: Hixardt Technologies, INC

Address: 119 West Intendencia St, Pensacola FL 32502

FloridaWest Economic Development Alliance  
RFQ Evaluation Score Sheet

Respondent: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Criteria	Maximum Points Available	Points Awarded
Firm's Experience	35	
Staffing Strategy for Services to be Provided	15	
Fees for Services to be Provided	50	
Other Factors or conditions affecting the proposer's performance under this RFQ and needs of the FloridaWest Board		
<b>Total Points:</b>	<b>100</b>	