



**Pensacola-Escambia Promotion and Development Commission  
(PEDDC)**

**INVITATION TO NEGOTIATE**

**“Pensacola Technology Park”**

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CDT, XXX XX, 2020**

**FloridaWest EDA Office  
3 West Garden Street, Suite 618 Pensacola FL, 32591  
Post Office Box 1992 Pensacola, FL 32591-1992**

**Pensacola-Escambia Promotion and Development Commission**

Lewis Bear, Jr., Chairman  
Steven Barry  
Jeff Bergosh  
Sherri F. Myers  
P. C. Wu  
Henry Hawkins  
Dave Hoxeng  
Adam Principe  
Clorissti Shoemo

**From:  
Scott Luth, CEO  
FloridaWest EDA**

**Assistance:**

Melissa Stoker, MSM, Director of Operations, FloridaWest EDA  
3 West Garden Street, Suite 618  
Pensacola FL, 32591  
Tel: 850-898-2201

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the FloridaWest Office, (850) 898-2201 at least five (5) working days prior to the solicitation opening.**

**Pensacola Technology Park**

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**Pensacola-Escambia Promotion and Development Commission  
(PEDC)**

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**PART A SUMMARY**

The PEDC is seeking responses from experienced firms who have the organizational and financial capacity to engage in a public/private partnership for development of the Pensacola Technology Park (the “Property”), as more fully described herein, in a timely manner providing the overall best benefit to the public.

**PART I GENERAL INFORMATION**

All submittals to be considered shall be in the possession of the FloridaWest EDA Office prior to the time of the solicitation closing. Submittals of proposals may be mailed or delivered to 3 West Garden Street, Suite 618 Pensacola FL, 32591 in a **sealed envelope clearly marked:**

**“Pensacola Technology Park”**

“Name of Submitting Firm, Time and Date due”.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Project Name.

Regardless of the method of delivery, each Respondent shall be responsible for his submittals being delivered on time as the PEDC/FloridaWest assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

**The following policy will apply to all methods of source selection:**

**Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any PEDC Commission Member, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the FloridaWest staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the PEDC Board.

## **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the FloridaWest EDA Office and the time the PEDC Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Invitation to Negotiate*** (ITN) means a multi-step process of ranking proposals and then negotiating with one, some, or all applicants based on the ITN. By incorporating negotiations into the process, proposals may be clarified and modified to better meet PEDC and public needs and to provide innovative services.

***Lobbying*** means the attempt to influence the thinking of PEDC officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal;
- (b) Termination of contracts; or
- (c) Suspension or debarment.

## **1-1 PURPOSE**

The Pensacola-Escambia Promotion and Development Commission (the "Commission") is a government entity established by special act of the Florida Legislature to promote economic development interests and improve the economic well-being of the community through efforts that entail job creation, job retention, tax base enhancements and quality of life.

The Commission took ownership of the approximately 9 acres of property from Escambia County and the City of Pensacola for the purpose of developing it into a Technology Park during 2008. Construction of the initial infrastructure for the Technology Park was partially funded with a grant from the Federal Economic Development Administration (EDA) and a line of credit from Escambia County. The infrastructure was completed in June 2012.

In December 2012, the Commission sought to re-appraise the Technology Park value to more accurately reflect the current market value of the property (See Exhibit A). Also, in fiscal year 2013 the Commission approved an updated version of the Interlocal Agreement between the Commission, City of Pensacola, Escambia County and the Community Redevelopment Agency (“CRA”), which included both City and County forgiveness of debt for the Technology Park property and the ability to market and sell or lease the property independently of City or County approval.

There is an existing infrastructure debt from Escambia County. It is anticipated that this debt will be satisfied using either revenue proceeds, tax increment proceeds, assessments, fees or any other lawful manner of repayment based upon the terms of the selected project. This repayment may include but shall not be limited to proceeds from the sale of the lots in the Technology Park or other funding measures.

The Commission worked out an agreement with the City of Pensacola to take over all lighting within the Property.

The PEDC is issuing this invitation to negotiate to private developers or organizations interested in developing the property in order to provide a positive economic impact to the community with the creation of new construction jobs, new permanent jobs, enhancement of the area’s aesthetics, a substantial capital investment and an increase in the local tax base.

### **1-2 OBJECTIVE**

The PEDC is soliciting responses for the purchase and/or development of the Property in a manner that will benefit the public. Interested parties that can demonstrate the ability to develop the Property in a manner that works well with this location are encouraged to respond. Any proposed development should provide a measurable economic impact on the community. The objective of the INT is the selection of the most qualified and experienced firm for development of a project that is most advantageous to the PEDC and provides a favorable vision for the site.

### **1-3 ISSUING OFFICER**

The project director and liaison officer shall be Scott Luth, CEO, FloridaWest EDA. The contracting agency shall be the PEDC, c/o the FloridaWest EDA, 3 West Garden Street, Suite 618 Pensacola FL, 32591.

#### **1-4 CONTRACT CONSIDERATION**

It is expected that the contract shall be based on the solicitation after negotiation.

#### **1-5 REJECTION**

The right is reserved by the PEDC to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

#### **1-6 INQUIRIES**

Questions may be directed to Scott Luth, CEO FloridaWest EDA, Phone: (850) 898-2201; e-mail: sluth@floridawesteda.com  
Last day for questions 12:00 p.m. CDT, XXX XX, 2020.

#### **1-7 ADDENDA**

Any changes made in the Invitation to Negotiate shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

#### **1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

<b>Description</b>	<b>Date</b>
Mailing date of proposals	April 2020
ITN review meeting	May 2020
Receipt of proposals	August 2020
Review of proposals	September 2020
PEDC approval	November 2020

#### **1-9 PROPOSAL CONTENT AND SIGNATURE**

One original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and (1) one CD or Flash Drive containing the complete proposal shall be completely responsive to the ITN for consideration.

### **1-10 NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

### **1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straightforward and concise description of their ability to meet the ITN requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

### **1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

### **1-13 DISCLOSURE**

All information submitted in response to this ITN shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

### **1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

### **1-15 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II INFORMATION REQUIRED FROM SUBMITTERS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The PEDC discourages overly lengthy and costly proposals, however, in order for the PEDC to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

## **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the PEDC should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this ITN; and, if applicable, provide notice that the firm qualifies as a PEDC proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

## **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

The proposer shall also demonstrate in this narrative an understanding of how authoritative guidance impacts local governments and the ability to communicate this information.

## **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the PEDC's project schedule.

## **2-5 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this ITN; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the ITN.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,



[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

## **2-6 PROPOSAL**

All responses should specifically include the following:

- Detailed project summary proposed;
- Parcels and development option(s) selected;
- The nature of the development and estimated costs;
- Method for addressing all of the design criteria including but not limited to stormwater, environmental and traffic concurrency;
- Timeline for development;
- Proposed Net Lease/Purchase Amount to the PEDC;
- List any expected real-estate commissions to be paid;
- Financial capability to complete the project;
- Experience and qualifications; and
- Anticipated economic development to include any impact on the local economy, job opportunities, tax base and sustainability of the area.

## **PART III SCOPE OF WORK**

### **Purpose**

PEDC currently owns approximately 9 acres of property located in the southern Aragon area of Pensacola, Florida. (See Exhibit A). The PEDC is seeking responses from experienced firms to engage in a public/private partnership to develop the Property.

### **Background**

The Property was originally developed on behalf of several expanding existing technology companies using funding from the Federal Economic Development Administration (EDA) and Escambia County. The site and infrastructure development were completed in 2012. However, the anticipated existing technology companies never occupied the property. According to the initial application for funding with EDA, PEDC had an expected commitment of approximately 370 net new jobs with an average wage of \$50,000 and \$20 million in private sector investment.

Due to the change in the market and decision of the existing private technology companies to occupy space elsewhere in the region, the EDA is open to redefining the scope of the work based on a new project with a

clearly defined economic benefit to the community. In the alternative, the PEDC can sell the property under a cost sharing arrangement with the EDA.

**Scope**

The PEDC would like to partner with development entities to develop the Property. The private partner would be expected to develop the site in a manner that maximizes the potential for community economic impact, helps to create high wage jobs, and/or increases the tax base of Pensacola and Escambia County. The private partner would also be expected to maintain and operate the site in a manner beneficial to both the PEDC and the private partner. All tenancies resulting from the development on the site would be the responsibility of the private partner.

The PEDC's benefit would be derived by the focus of an economically viable Property with an emphasis on the realized fiscal benefit created by the site. The PEDC is interested in partnering with an entity(s) who has experience developing or redeveloping sites or remedial properties and who has experience with principles of new urbanism in design.

If required, the PEDC will cooperate with the selected private partner to vacate the current plat and rezone all parcels as mutually acceptable to both the PEDC, the City and the developer.

**For any and or all parcels (See Exhibit A)**

**Proposers may submit proposals for any and or all parcels under either one or both development options provided:**

**Development Option 1**

The property shall be developed in a manner consistent with the net new jobs, average wage, and private sector investment commitments as proposed to the Federal Economic Development Administration (EDA) or the proposer shall be willing to work with PEDC to submit an updated and acceptable scope of work to EDA for approval, thereby eliminating any cost sharing arrangements with the EDA.

**PROPOSAL SELECTION CRITERIA FOR OPTION 1**

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Anticipated Number of Jobs Created and Average Wage	25
Nature and Viability of the Proposal	25
Property Use and Project Cost	25
Net Lease/Purchase Amount to the PEDC	10
Proven Track Record of the Private Partner	15
Total	100

### **Development Option 2**

The property shall be developed in any manner as the proposer shall elect according to current design guidelines, zoning and surrounding land use notwithstanding the current EDA commitments or an updated EDA approved scope of work.

### **PROPOSAL SELECTION CRITERIA FOR OPTION 2**

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Anticipated Number of Jobs Created and Average Wage	15
Nature and Viability of the Proposal	20
Property Use and Project Cost	25
Net Lease/Purchase Amount to the PEDC	25
Proven Track Record of the Private Partner	15
Total	100

## **PART IV REVIEW OF RESPONSES**

### **Review**

Responses will be evaluated for responsiveness and responsibility. Responses which do not demonstrate the ability of the respondent to lease/purchase and construct the project or which do not include all required information may be deemed non-responsive.

Proposals will be presented to the PEDC for consideration. One or more respondents may be asked to provide oral presentations on their submittal.

The PEDC will provide direction on which Respondents, if any, with which to initiate negotiations.

The negotiation process is intended to establish the principle terms and conditions of a contract and ensure that the PEDC obtains the best value.

**Due care and diligence have been exercised in the preparation of this solicitation and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the Respondent. The Respondent's failure to familiarize itself with such conditions will in no way relieve the successful Respondent from any work that may be required in accordance with the accepted project.**

## **Additional Information**

Additional information on the Technology Park is available on our website at ...

- Full Appraisal
- Design Guidelines
- Environmental Study

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