

Pensacola-Escambia Promotion and Development Commission (PEDC)

INVITATION TO NEGOTIATE (ITN)

"Pensacola Technology Park"

RESPONSES WILL BE RECEIVED UNTIL: 1:00 p.m. CDT, October 30th, 2020

FloridaWest EDA Office 3 West Garden Street, Suite 618 Pensacola FL, 32502 Post Office Box 1992 Pensacola, FL 32591-1992

ITN Information Conference Call - 1:00 p.m. CST, July 13th, 2020 (Dial: 605-313-5145 Participant Code: 688888#)

Pensacola-Escambia Promotion and Development Commission

Lewis Bear, Jr., Chair
Clorissti Shoemo, Vice Chair
Dave Hoxeng, Secretary/Treasurer
Steven Barry
Jeff Bergosh
Sherri F. Myers
P. C. Wu
Henry Hawkins
Adam Principe

From: Scott Luth, CEO FloridaWest EDA

Assistance:

Melissa Stoker, MSM, Director of Operations, FloridaWest EDA 3 West Garden Street, Suite 618 Pensacola FL, 32502

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

INVITATION TO NEGOTIATE

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Pensacola-Escambia Promotion and Development Commission (PEDC)

INVITATION TO NEGOTIATE

"Pensacola Technology Park"

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, 32502 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 from current or future PEDC contracts.

<u>1-1 PURPOSE</u>

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 of approximately \$2.285 million 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 be 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, 32502.

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 **1:00 p.m. CDT, October 15**th, **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:

Description	Date
Public Distribution of ITN	June 1 st 2020
ITN Information Conference Call	1:00 p.m. CST, July 13 th , 2020
Last Day for Questions	1:00 p.m. CDT, Oct 15th, 2020.
Receipt of Proposals	1:00 p.m. CST, Oct 30 th 2020
Review of Proposals	November 2020
PEDC Board Meeting	December 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.

<u>1-14 DELAYS</u>

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

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

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

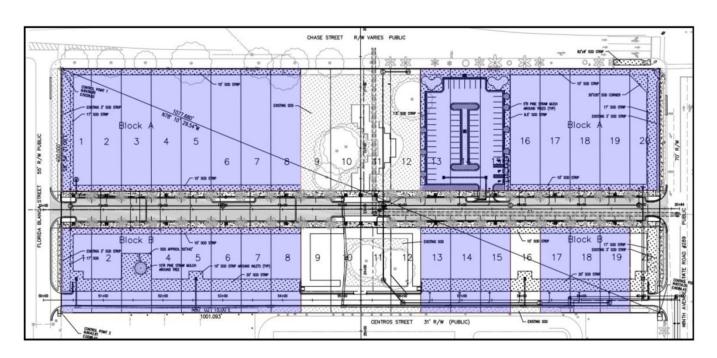
PART V ADDITIONAL INFORMATION

Additional information about the property is available on our website at https://www.floridawesteda.com/development-opportunity

- Copy of the Invitation to Negotiate (ITN)
- Property Flyer
- 2013 Full Appraisal
- Design Guidelines
- Property Flood Map
- As-Built Drawing
- Demographics Report
- Workforce Report
- Consumer Expenditures Report
- Space Florida Concept Building

(Exhibit A)

PEDC TechPark Value Estimates 2012 vs 2019



APPRAISAL OPINION OF TOTAL GROSS RETAIL SELLOUT VALUE				
Lots/Block	Gross Lot (Saleable) Dimensions	Gross (Lot) Saleable Area SF	Reconciled Unit Value per SF	Estimated Retail Value
1-8, Block "A"	200' x 400'	80,000	\$22.00	\$1,760,000
13-20, Block "A"	200' x 400'	80,000	\$26.00	\$2,080,000
1-8, Block "B"	139' x 400'	55,600	\$20.00	\$1,112,000
13-15, Block "B"	139' x 150'	20,850	\$21.00	\$437,850
17-19, Block "B"	139' x 150'	20,850	\$22.00	\$458,700
Estimated Total Gross Retail Sellout Value				\$5,848,550

Appraisal	"As Developed" to a single purchaser, as of December, 2012	\$4,300,000
1 -pp: u.su.	115 Developed to a single parenaser, as of December, 2012	Ψ 1,500,000

EST. BROKER OPINION OF TOTAL GROSS RETAIL SELLOUT VALUE				
Lots/Block	Gross Lot (Saleable)	Gross (Lot)	Reconciled Unit	Estimated
	Dimensions	Saleable Area SF	Value per SF	Retail Value
1-8, Block "A"	200' x 400'	80,000	\$31.97	\$2,557,600
13-20, Block "A"	200' x 400'	80,000	\$37.78	\$3,022,400
1-8, Block "B"	139' x 400'	55,600	\$29.06	\$1,615,736
13-15, Block "B"	139' x 150'	20,850	\$30.51	\$636,133
17-19, Block "B"	139' x 150'	20,850	\$31.97	\$666,574
Estimated Total Gross Retail Sellout Value \$8				\$8,498,443

		-
Est. Broker Opinion	"As Developed" to a single purchaser, as of September, 2019 \$6,250,000	

% Increase	45.3%

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: The subject property consists of the underlying raw land and the

30 saleable lots that are associated with the recently developed

PEDC Downtown Technology Center.

OWNERSHIP OF RECORD: Pensacola-Escambia Promotion & Development Commission

LOCATION OF PROPERTY: This development is located on the south side of E. Chase Street

between Florida Blanca Street and N. 9th Avenue in Pensacola,

Florida.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to provide an opinion of the

market value of the underlying raw land, the retail value of the 30 saleable lots in marketable groupings, and the market value of the

combined saleable lots to a single purchaser.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: January 31, 2013

DATE OF VALUATION: December 27, 2012

ASSESSMENT: \$65,500 to \$95,000 for each individual platted lot – refer to

Assessment and Taxes section of report.

LAND USE CLASSIFICATION: GRD, Gateway Redevelopment District.

PROJECT AREA & DIMENSIONS: The PEDC Downtown Technology Center is positioned on a

rectangular shaped tract with an estimated site area of 9.19 acres. The property is estimated to have 1,000.36' of frontage on E. Chase Street, 400' on Florida Blanca Street and 400' on S. Ninth

Avenue.

PROJECT DESCRIPTION: This is an economic development project that is intended to attract

and accommodate companies associated with various technology industries. The project was platted in April 2010 with the construction of the base infrastructure and site improvements completed in early 2012. The project is divided into 40 individual lots of which 20 lots are located in Block "A" with the remainder in Block "B". The saleable total is only 30 lots as outlined herein. The typical platted lot in Block "A" has 50' in width and 200' of depth with approximately 10,000 SF (0.23 acres). The platted lots in Block "B" also have 50' in width with the depth being approximately 139' with a gross area of approximately 6,950 SF (0.16 acres). The lots in Block "B" have a reduced effective depth due to an existing driveway and utility easement that encumbers the south 35' of these lots. The lots have all necessary base infrastructure installed with utility stub-outs in place. Central access is available with the center access road which is referenced

as Salamanca Street. Stormwater retention for the individual lots is $% \left\{ 1\right\} =\left\{ 1\right$

accommodated off-site at Admiral Mason Park.

HIGHEST AND BEST USE: Speculative hold for future commercial development of the

individual saleable lots in accordance with zoning regulations

and/or deed restrictions of record.

FINAL VALUE OPINIONS

UNDERLYING RAW LAND: \$3,900,000 (Hypothetical Condition Applies – Refer to Pg. 13)

TOTAL RETAIL LOT VALUE: \$5,850,000 (Extraordinary Assumption Applies – Refer to Pg. 13)

BULK LOT SALE VALUE: \$4,300,000 (Extraordinary Assumption Applies – Refer to Pg. 13)