



March 28th, 2023 at 10:00 AM
CO:LAB Pensacola
First Floor Conference Room

PEDC AGENDA

1. Verify Quorum
2. Call to Order
3. Public Notice (2.24.23)
4. Public Comment
5. Bluffs Presentation: 12 minutes + Q&A
 - a. Mike Langston and Jason Frick from Baskerville-Donovan
6. Action Items
 - a. Approval of February 21st, 2023 Meeting Minutes
 - b. Approval of February 2023 Financials
 - c. Bluffs ROI Authorization South Road Extension – See Draft included in Packet
 - d. Pegasus Quarterly Inspections
7. Discussion Items (No Board Action Anticipated)
 - a. CEO Search Update
 - b. Economic Development Update
 - c. Legislative/Triumph Updates
 - i. DC Trip
 - d. Tech Park Update
 - i. Signs – City
 - ii. Security – Graduation Dates
 - iii. Path Forward – See Previous RFP Included in Packet
8. Other Business
 - a. Confidentiality Agreement
 - b. Conflict of Interest Disclosure Form
9. Adjourn

Melissa Stoker
Dave Hoxeng

Dave Hoxeng

Fiscal Year Meeting Schedule

4.25.23

5.23.23

6.27.23

7.25.23

8.22.23: Committee/Officer Nominations

9.26.23: Annual Meeting



February 21st, 2023 – CO:LAB Pensacola
418 W. Garden Street, Pensacola, FL 32502

PEDC Members Present: David Peaden, Ben Boutwell, Dave Hoxeng, Steven Barry, Charles Bare, Allison Patton, Jeff Bergosh

Staff: Scott Luth, Melissa Stoker, Danita Andrews, Richard Sherrill, Troupe Brewer, Casey Campbell

Guests: Dave Murzin, Rick Byars, Jessica Scholl, Brian Wyer, Cynthia Wells, Savedra Badilishamwalimu

1. **Verify Quorum/Roll Call:** Quorum was confirmed.
2. **Call to Order:** Dave Hoxeng called the meeting to order at 10:01 am.
3. **Public Notice:** This meeting was publicly noticed on 1.26.23.
4. **Public Comment:** Dave Hoxeng requested public comment. There was none.
5. **Action Items**

- a Approval of January 24, 2023 Meeting Minutes
Charles Bare motioned to approve.
Jeff Bergosh seconded.
Passed unanimously.
- b Approval of January 2023 Financials
Ben Boutwell motioned to approve.
Charles Bare seconded.
Passed unanimously.
- c Pegasus Lease Amendment
Steven Barry motioned to approve the Chairman to execute the lease pending no substantial changes.
Jeff Bergosh seconded.
Passed unanimously.
- d Letter of Support: NextEra Southeast Hydrogen Network Clean Hydrogen Hub
Steven Barry motioned to approve.
Jeff Bergosh seconded.
Passed 5/1 in support.
David Peaden abstained from voting due to his employment with FPL as a conflict of interest.
- e Confidentiality Agreement

No formal action taken.

- f Conflict of Interest Disclosure Form

No formal action taken.

6. Discussion Items

- a** The Bluffs: Scott Luth provided an update to the board. BDI will be onsite next month for the board meeting to provide an update.
- b** Economic Development Update: Scott Luth provided an update on project activity. Monday, February 27th is the ST Engineering Grand Opening. Steven Barry and Jeff Bergosh requested an update on their metrics.
- c** Legislative/Triumph Updates: Scott Luth provided an update on current Legislative/Triumph project work.
- d** Scott Luth's Resignation: Scott Luth has resigned as of May 31, 2023. Rick Byars provided an update on this item to the board as well.

7. Other Business

- 8. Adjourn:** Dave Hoxeng adjourned the meeting at 10:40 am.

Next Meeting: March 28th, 2023

Respectfully Submitted By:

Dr. Lusharon Wiley, Secretary-Treasurer
Pensacola-Escambia Promotion & Development Commission

PEDC
Profit & Loss Budget Performance
October 2022 - February 2023

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4000 City of Pensacola Income	87,500.00	175,000.00	(87,500.00)	50.00%
4100 Escambia County Income	300,000.00	600,000.00	(300,000.00)	50.00%
4400 Foreign Trade Zone Income	-	1,500.00	(1,500.00)	0.00%
4500 Tech Park Income	7,210.00	17,000.00	(9,790.00)	42.41%
4520 FOIL Income	61,380.00	500,000.00	(438,620.00)	12.28%
4600 Pegasus Income	155,584.86	387,000.00	(231,415.14)	40.20%
4800 Interest Income	7,517.84	19,000.00	(11,482.16)	39.57%
4950 Miscellaneous	2,382.85	2,750.00	(367.15)	86.65%
Total Income	\$ 621,575.55	\$ 1,702,250.00	-\$ 1,080,674.45	36.51%
Gross Profit	\$ 621,575.55	\$ 1,702,250.00	-\$ 1,080,674.45	36.51%
Expenses				
5004 Economic Development	337,500.00	675,000.00	(337,500.00)	50.00%
5010 Foreign Trade Zone	-	1,250.00	(1,250.00)	0.00%
5100 Audit Fees	8,526.00	12,000.00	(3,474.00)	71.05%
5310 Insurance - D&O Liability	-	1,000.00	(1,000.00)	0.00%
5320 Legal Expenses	1,150.50	7,500.00	(6,349.50)	15.34%
5330 Bank Service Charges	-	100.00	(100.00)	0.00%
5340 Special District Fees	175.00	200.00	(25.00)	87.50%
5400 Technology Park Expenses	6,091.51	50,000.00	(43,908.49)	12.18%
5420 FOIL Expenses	65,856.00	500,000.00	(434,144.00)	13.17%
5500 New Project Expense	384.00	80,000.00	(79,616.00)	0.48%
5600 Miscellaneous Expense	-	200.00	(200.00)	0.00%
5750 Pegasus Expense	40,639.86	375,000.00	(334,360.14)	10.84%
Total Expenses	\$ 460,322.87	\$ 1,702,250.00	-\$ 1,241,927.13	27.04%
Net Operating Income	\$ 161,252.68	\$ 0.00	\$ 161,252.68	0.00%
Net Income	\$ 161,252.68	\$ 0.00	\$ 161,252.68	0.00%

PEDC
Balance Sheet
As of February 28, 2023

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
1012 Checking - Hancock Bank	481,542.10
1111 HW Money Market	507,517.84
Total Bank Accounts	<u>\$ 989,059.94</u>
Accounts Receivable	
1200 Accounts Receivable	2,850.00
Total Current Assets	<u>\$ 991,909.94</u>
Fixed Assets	
1500 Land	\$ 8,625,000.00
1600 Land Improvements - Tech Park	3,243,106.03
1700 Building - Pegasus	\$ 8,100,000.00
1799 Allowance for Fair Value Adj	-5,718,106.03
Total Fixed Assets	<u>\$ 14,250,000.00</u>
Other Assets	
1400 Rent Receivable	2,439,558.17
Total Other Assets	<u>\$ 2,439,558.17</u>
TOTAL ASSETS	<u>\$ 17,681,468.11</u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	\$ 0.00
Other Current Liabilities	
2122 Tech Park Payable - County LOC	2,332,284.00
Total Other Current Liabilities	<u>\$ 2,332,284.00</u>
Total Current Liabilities	<u>\$ 2,332,284.00</u>
Long-Term Liabilities	
2800 Deferred Revenues	2,528,794.00
2810 Deferred Grant Income - Pegasus	2,390,055.10
2900 Due to Pegasus	5,700,819.17
Total Long-Term Liabilities	<u>\$ 10,619,668.27</u>
Total Liabilities	<u>\$ 12,951,952.27</u>
Equity	
32000 Unrestricted Net Assets	4,454,755.96
3202 Economic Development Projects	61,198.00
3203 Commerce Park Impr/Mktg	52,309.20
Net Income	161,252.68
Total Equity	<u>\$ 4,729,515.84</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 17,681,468.11</u>

*PEDC: Professional Services for Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line
Escambia County, Florida*



PENSACOLA-ESCAMBIA PROMOTION & DEVELOPMENT COMMISSION

REQUEST FOR LETTERS OF INTEREST

Professional Services for a design criteria package for site connectivity alignment and real property acquisition support for The Bluffs: Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line

, Escambia County, Florida

Letters of Interest Will Be Received Until:

, 8:00 am EST

Submission Contact Name and Address:

Dave Hoxeng, Chairman
Pensacola-Escambia County Promotion and Development Commission
3 W Garden Street, Suite 618
Pensacola, FL 32502

All requests for assistance should be made in writing. Responses will be provided to all known submitters in writing. **It is the proposing firms' responsibility to check the following link for any changes or updates to the request for letter of interest.**

<https://www.floridawesteda.com/notice-of-request-for-letters-of-interest>

ASSISTANCE

Questions during the preparation of submissions should be directed to Scott Luth, by email only, at sluth@floridawesteda.com. Responses and/or answers where applicable will be provided within 1-3 business days.

SPECIAL ACCOMMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the PEDC at (850) 375-1060 at least five (5) working days prior to the solicitation opening.

HOW TO SUBMIT YOUR Letter of Interest

***PEDC: Professional Services for Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line
Escambia County, Florida***

Please review this document carefully. All documents and submittals must be received on or before date and hour specified for receipt. Late proposals will be returned unopened.

INFORMATION PACKAGE:

Interested firms will prepare and submit a letter of interest (proposal) responsive to this scope of work, in accordance with the requirements set forth within. Proposals will be limited to a maximum of fifty one-sided (50) pages, or twenty-five (25) two-sided pages. Proposals should be printed on 8 1/2" x 11" paper. As a minimum, the consultant shall provide the following information for consideration:

1. Proposed team members and team organization
2. Professional qualifications of team members
3. Past experience with similar work, including:
 - a. Economic development projects
 - b. Master Plan Conformance
 - c. Road Alignment and Planning
 - d. Infrastructural evaluations
4. General approach to the scope of work
5. Project communications approach
6. Local consultant involvement approach

The page limitations include any required forms, but excludes the cover letter, report covers, and table of contents.

A. BACKGROUND/PROJECT DESCRIPTION

The Pensacola-Escambia Promotion and Development Commission (PEDC) regularly receives requests from potential industries for development sites in Escambia County. To provide competitive responses, PEDC has developed a program for new industrial site inventories along the lower Escambia River basin in Escambia County, Florida. As part of this effort PEDC will retain professional services to program and prepare Design/Build construction documents for transportation / access to advanced manufacturing sites at The Bluffs. **See Exhibit B for conceptual drawing.**

The Bluffs is a 6,800 Acre master-planned industrial park located on property owned by four stakeholders: Emerald Coast Utilities Authority, ASCEND Performance Materials, Gulf Power Company and the University of West Florida. The Phases of work programed thus far include transportation corridors south of Becks Lake Road and utility connections to support industrial development for The Bluffs. Phase 1 included an industrial road from Becks Lake Road southeasterly to Spanish Mill Creek. Phase 2 included extension of the industrial road southeasterly across Spanish Mill Creek, terminating at Old Chemstrand Road. Phase 3 included an industrial road at Becks Lake Road. Phase 4 included transportation upgrades for a roundabout intersection at intersection of Chemstrand Road, Old Chemstrand Road, ECUA and Ascend Entrances.

This phase will be the design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road Roundabout to the Florida Power and Light Property Line. This work will be broken down into two parts (A and B)

***PEDC: Professional Services for Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line
Escambia County, Florida***

PART A - Scope of Services: Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line

The work associated with Part A includes the engineering design and permitting necessary to develop construction documents for the extension of an industrial roadway south of the intersection of New Chemstrand Road and Old Chemstrand Road in Escambia County, FL. The work will begin at the end of pavement for the South Extension turn-out indicated on The Bluffs Roundabout construction drawings. (See **Exhibit B**). The work will terminate at a cul-de-sac located north of the Florida Power and Light property Line. (See **Exhibit A**). The preliminary calculated length of the proposed alignment is 9,213', or 1.74 miles. At the northerly extreme of the project, an industrial roundabout is currently under engineering design and permitting; no activity associated with this roundabout design and permitting work is part of this agreement.

Part A activities will include Industrial Roadway Design to provide access and utilities to developable lands in the area identified as "Cypress Bluff" in The Bluffs Industrial Park Master Plan. The associated activities will include concept designs, public involvement, topographical surveys, roadway design, stormwater management, signal and/or signage design, geotechnical services, environmental services, right-of-way assessments and right-of-way acquisition, utility coordination, stakeholder coordination, agency coordination, permitting, and other services necessary to complete the design for the roadway extension. All designs will conform to the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, (aka "Florida Greenbook") for Industrial Roadway Design and the most current version of the Escambia County Design Standards Manual.

The product for Part A will be a ready-to-advertise set of construction documents for the South Extension, as described herein.

Task 1: Roadway Vertical and Horizontal Alignments

Planning, surveying, and engineering will be accomplished, as required, to support alignment and connection of an industrial roadway extension from the intersection of New Chemstrand Road and Old Chemstrand Road southerly to the Florida Power and Light property line. Right of way surveys will be performed to establish the existing right of way, as needed, to establish the project limits. This shall include the real property necessary to provide a continuous 100' right of way along the entire 1.74 mile length of the alignment. Legal descriptions of the real property needed to establish the right of way will be prepared. (should this task include formal wetland delineation, environmental, and historical assessments?)

Topographic surveys will be performed along the proposed right of way, as required, to identify the existing centerline profiles, adjacent grades, cross slopes, vegetation limits, drainage conveyance systems, connecting driveways, roadways and access points, and existing buried and overhead utilities. Topographic surveys will be completed as required to support the designs required herein and to conform to the required technical codes and standards.

***PEDC: Professional Services for Design, permitting, and development of a set of bid ready construction documents for an Industrial Roadway extending south of the intersection of Old Chemstrand and New Chemstrand Road to the Florida Power and Light Property Line
Escambia County, Florida***

The right of way and topographic surveys will be utilized to develop horizontal and vertical alignments that comply with the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, (aka “Florida Greenbook”) for industrial roadway design, and the most current version of the Escambia County Design Standards Manual.

In addition to the horizontal and vertical alignments, the proposed right of way geometry shall include considerations for the following utility systems in accordance with The Bluffs Master Plan:

- Industrial Wastewater
- Process Water
- Natural Gas
- Electric Power
- Potable Water
- Sanitary Sewer
- Telecommunications

The horizontal and vertical alignments along with a summary of real property needs and legal descriptions shall be compiled into a document titled “The Bluffs South Extension - Right of Way” and submitted to PEDC for review and approval. This item of work will include enough information for the project stakeholders, Escambia County, and any impacted private property owners to issue board or corporate actions authorizing PEDC to proceed with design.

Task 2: Conceptual Roadway Design

A roadway design concept shall be prepared in accordance with the most current version of the Escambia County Design Standards Manual and (to the maximum extent possible) incorporate the roadway concept (typical section) prepared in Phase I and Phase II of The Bluffs Project. (Refer to Project Background, above). The design concept will consider real property acquisition as well as the survey data collection in Task 1 to establish the conceptual roadway design.

At a minimum, the concept will include the following items:

- Vertical and Horizontal Alignments from Task 1
- Proposed typical sections, noting any deviations from previously developed sections for The Bluffs
- Stormwater management areas
- Regulatory impacts and requirements
- Real Property requirements
- Conceptual Level Construction Cost Estimate

The Conceptual Roadway Design will be submitted to PEDC, FDOT, project stakeholders, and Escambia County for review and comment. The Consultant shall respond to and/or incorporate review comments into the roadway design, where feasible, to ensure that the identified rights of way associated with the re-alignments can be accepted and dedicated to Escambia County after construction.

Task 3: 60% Design Stage Submittal

For the approved concept in Task 2, and based on the Conceptual Roadway Design, a 60% Design Package shall be prepared. The 60% package will be submitted to Escambia County, FDOT, and PEDC for review, comment, and approval. All comments issued by the reviewing agencies shall be resolved and/or incorporated, as necessary, to ensure that the layouts and identified rights of way associated with the roadway can be dedicated to the County after development.

At a minimum, the 60% Submittal will include the following items:

- Index of Technical Specifications.
- Design Analysis, including Regulatory Requirements. (60%)
- Design Plans developed to 60% Complete Submittal stage
- Preliminary Estimated Opinion of Probable Construction Cost

Task 4. 90% Submittal

From the approved package in Task 3, a 90% Design package shall be prepared. The 90% package will be submitted to Escambia County, FDOT, and PEDC for review, comment, and approval. All comments issued by the reviewing agency shall be resolved and/or incorporated, as necessary, to ensure standards conformance and that the identified rights of way associated with the roadways can be dedicated to the County after development.

At a minimum, the 90% Submittal will include the following items:

- Complete Technical Specifications
- Design Analysis, including Regulatory Requirements. (90%)
- Design Plans developed to 90% Design Complete Submittal Stage
- 90% Estimated Opinion of Probable Construction Cost

Task 5. Final (100%) Submittal

From the approved 90% package in Task 4, a "Ready-to-Advertise" Design package shall be prepared. The Final package will be submitted to Escambia County, FDOT, and PEDC for review, comment, and approval. All comments issued by the reviewing agencies shall be resolved and/or incorporated, as necessary, to ensure technical conformance to Escambia County Roadway Design Standards; and to ensure that the identified rights of way associated with the roadways can be dedicated to the County after development.

A set of Bid documents shall be prepared to support the separate advertisement and award for construction of a northerly portion of the South Extension. (See **Exhibit A**).

At a minimum, the **Final Submittal** will include the following items:

- 100% Complete Bid Documents
- 100% Complete Technical Specifications
- Complete Design Analysis, including Regulatory Analysis and Requirements
- Final Design Plans developed to a Final Submittal Stage
- All approved permits needed for development
- Final Estimated Opinion of Probable Construction Cost

Part A, Task 6 Task Project Management, Public Information and Communications

For all tasks and phases of work, the Consultant shall provide adequate Project Management support to PEDC staff and other Consultants. This includes, but is not necessarily limited to:

- a. Project Meetings and Conferences.
- b. Public Information Meetings.
- c. Project Communications and Promotions.
- d. Stakeholder Communications.
- e. Stakeholder Approvals
- f. Real Property Acquisition Support.
- g. Conformance to Master Plan
- h. Foundational Document Revisions, as required.
- i. Project Administration

INSTRUCTIONS TO SUBMITTERS

Firms desiring to submit shall provide four (4) hard copies and one (1) electronic version of your firm's Letter of Interest containing all the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the services outlined in the scope of work. The submittal should include sufficient information to permit a clear understanding of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. The PEDC will develop final selections from written proposals. Submitters are advised that project funding is time-sensitive, so there will be no on-site presentations. In this case, interviews and/or telephonic discussions may be requested of any preferred firms. Once all reviews and interviews are complete, any short-listed firms will be

ranked by the selection committee with the ranked firm being scheduled for negotiations of project scope and fees.

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 elected or appointed PEDC officials, 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 purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the agency contact identified herein.

a. 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 PEDC and the time the PEDC awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means any 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.

b. Sanctions:

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

- Rejection/disqualification of submittal
- Termination of contract

IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations (if required) or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

After contract award, and during project execution, any substitutions or additions to the consulting team must be approved in writing by the responsible PEDC officials, or authorized representative.

c. Florida Executive Order 11-116 Compliance

FIRMS' EVALUATIONS AND SELECTION

The PEDC shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Team Composition and Organization	20 points
Professional Qualifications	20 points
Project Experience	20 points
General Approach to Scope of Work	25 points
Ability to communicate effectively with PEDC staff	10 points
Utilization of Local Resources	5 points

SCHEDULE

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

Letters of Interest due date [REDACTED], 8:00 AM CST

Evaluations ON OR ABOUT [REDACTED]

Negotiations with First Ranked Firm ON OR ABOUT [REDACTED]

PEDC Board Approval ON OR ABOUT [REDACTED]

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records associated with this solicitation will not be available until the earlier of PEDC Board Approval of firm or February 23, 2022.

TERMS AND CONDITIONS OF CONTRACT

By submitting this response, Respondent agrees that all or portions of the submittal contents may become part of a contract, if accepted. Any submittal which does not accept this condition will be rejected.

The Pensacola-Escambia Promotion and Development Commission reserves the right to modify the scope of work, negotiate the award, and conditions of the proposal prior to entering into a written agreement.

DRAFT

EXHIBIT A

THE BLUFFS SOUTH EXTENSION



THE BLUFFS

NORTHWEST FLORIDA'S
INDUSTRIAL CAMPUS

INDUSTRIAL
ROUNDBOUT
(NEW CHEMSTRAND RD. /
OLD CHEMSTRAND RD.)

DESIGN & PERMITTING = PART A
CONSTRUCTION = PART C

END OF PAVEMENT
INDUSTRIAL ROUNDBOUT
BEGIN SOUTH EXTENSION

SOUTH EXTENSION (1.74 MILES)
(DESIGN & PERMITTING = PART B)

A PORTION OF SOUTH EXTENSION
(CONSTRUCTION = PART C)

CYPRESS BLUFF

INDUSTRIAL BLVD.

END OF
SOUTH EXTENSION

FLORIDA
POWER & LIGHT
PROPERTY LINE

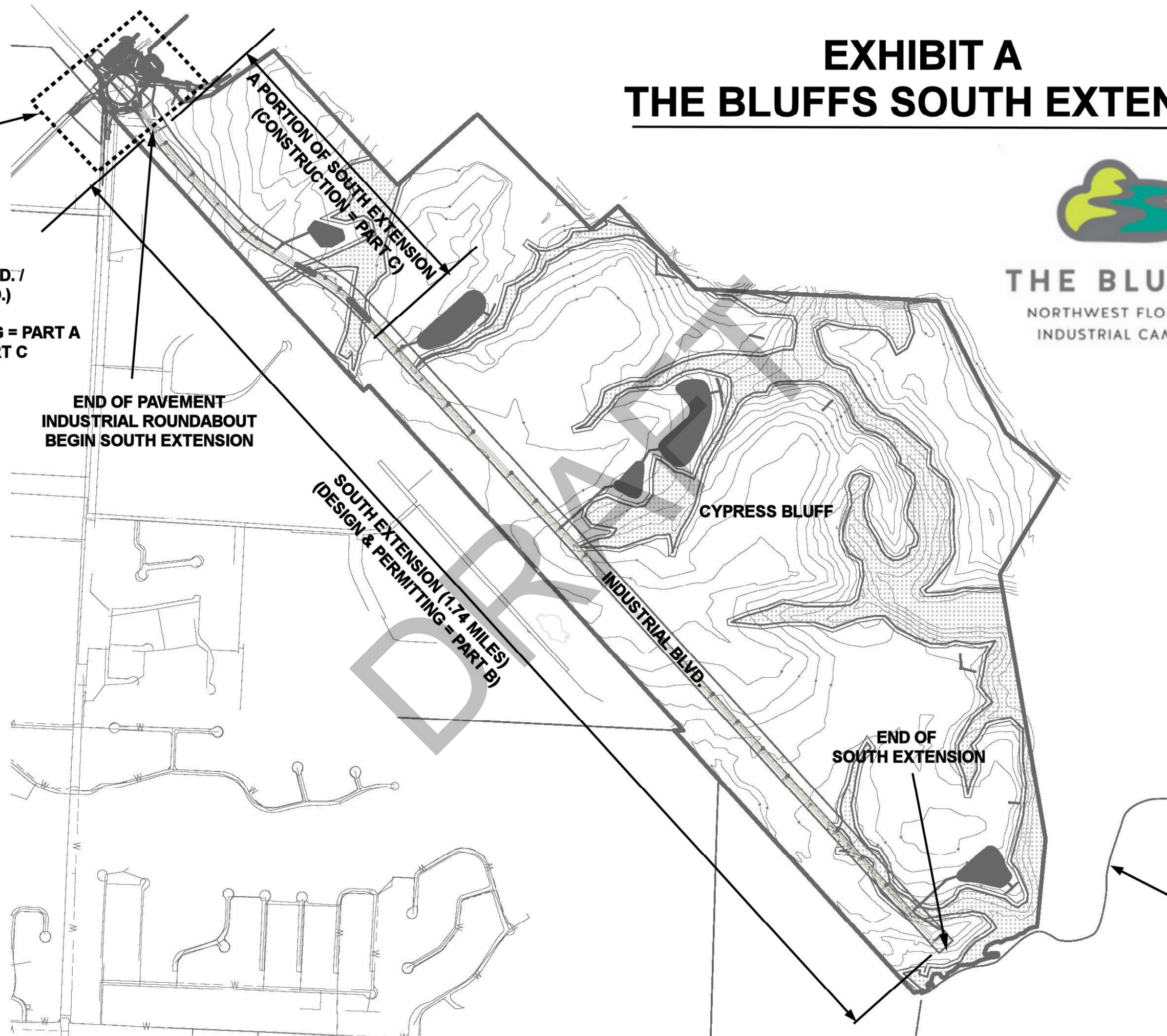
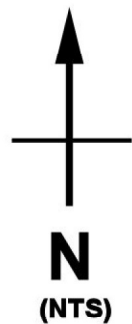
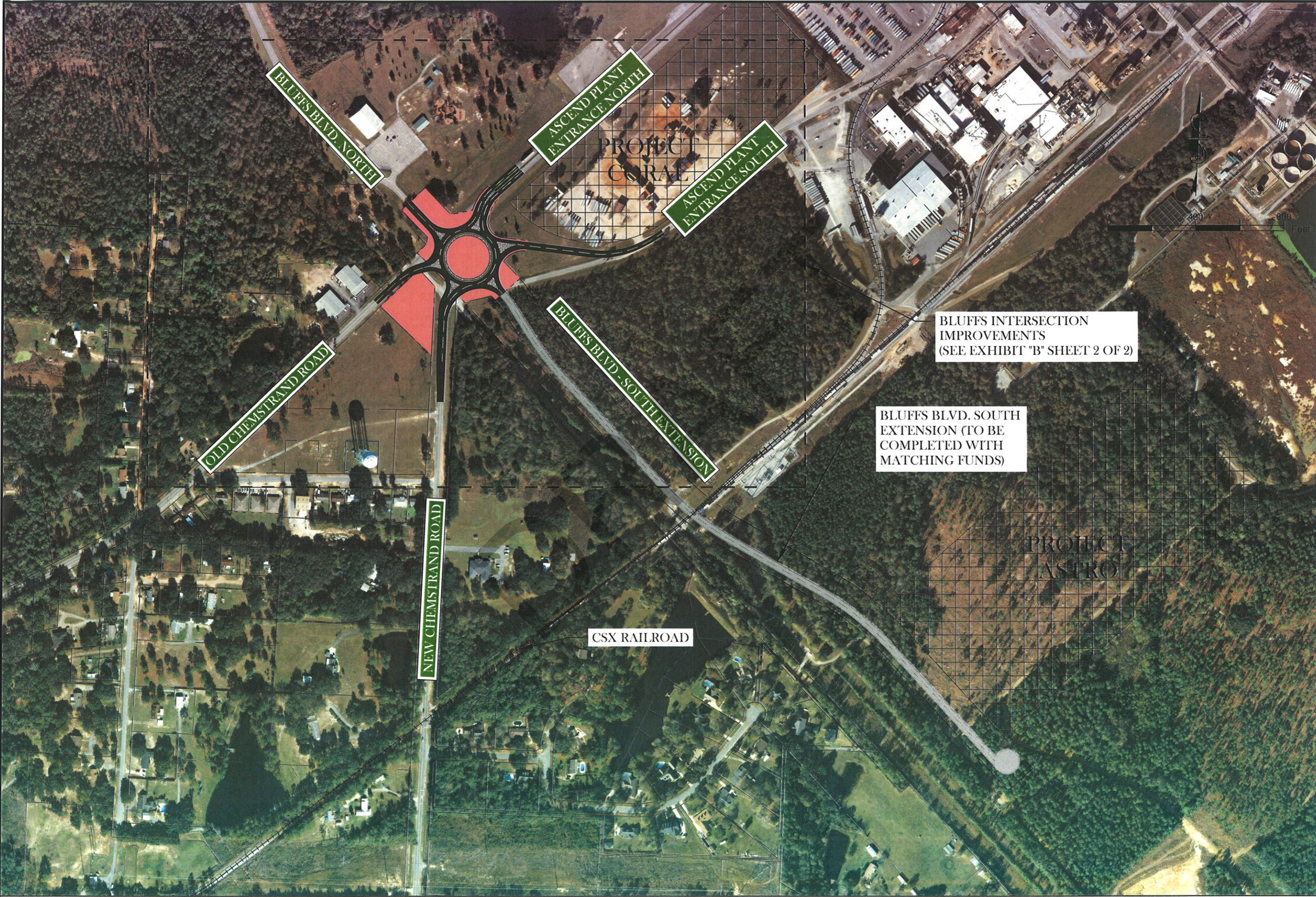


EXHIBIT "B" SHEET 1 OF 2

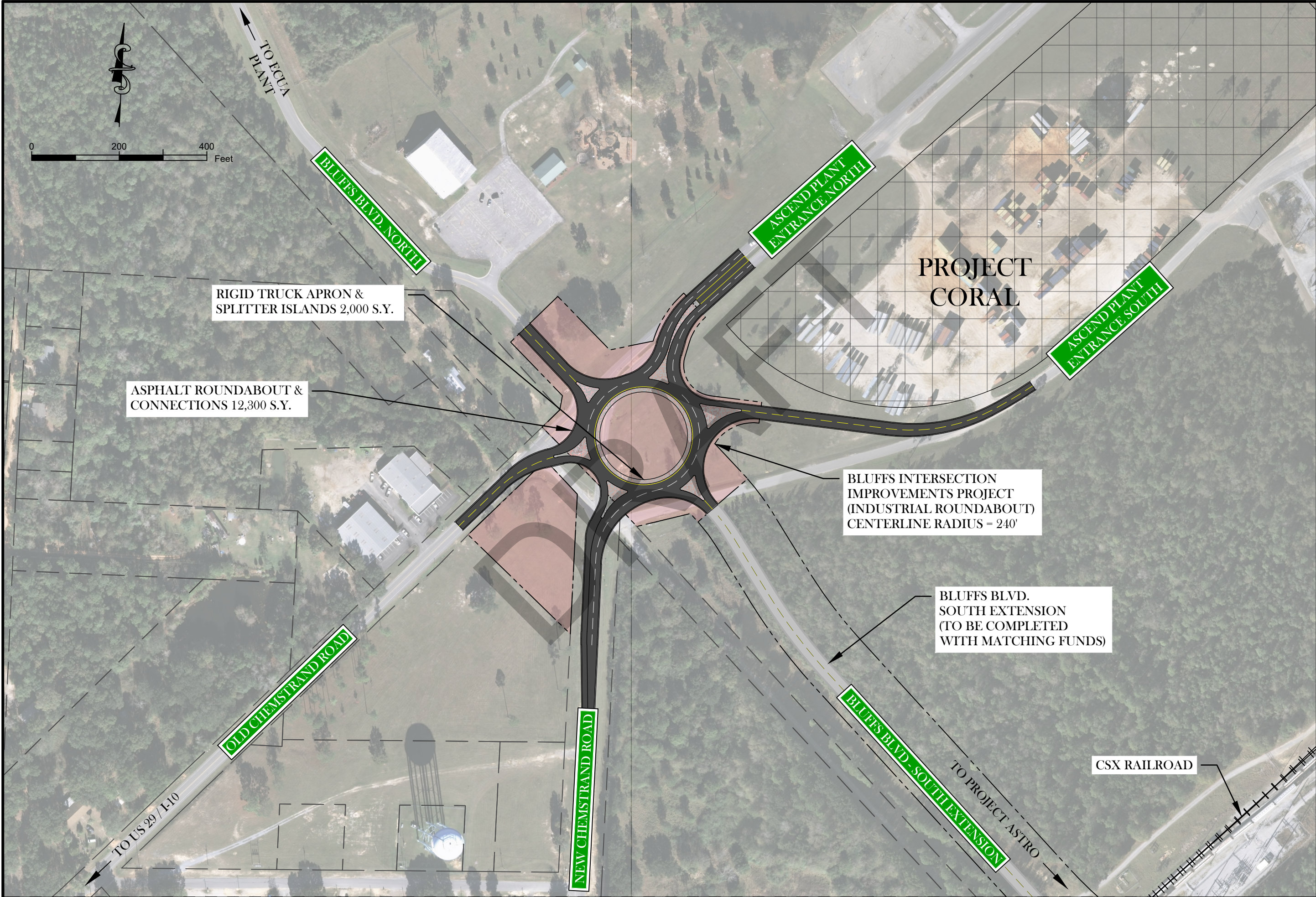


BLUFFS INTERSECTION
IMPROVEMENTS
(SEE EXHIBIT "B" SHEET 2 OF 2)

BLUFFS BLVD. SOUTH
EXTENSION (TO BE
COMPLETED WITH
MATCHING FUNDS)

CSX RAILROAD

EXHIBIT B PROJECT OVERVIEW	PROJECT NO:	114503.01	NO.	DATE	APPR.	REVISION/ACTION TAKEN
	DESIGNED BY:	JPB				
	DRAWN BY:	JPB				
	CHK'D BY:	FD2				
SHEET 1 OF 2	PROJ. MGR:	MDL				
	DATE:	8/20/2019				
NOT RELEASED FOR CONSTRUCTION BY						DATE
BLUFFS INTERSECTION IMPROVEMENTS PROJECT						
BASKERVILLE-DONOVAN, INC. Innovative Infrastructure Solutions 449 W. MAIN ST. PENSACOLA, FL 32502 (850) 438-5651 Pensacola • Panama City Beach • Tallahassee • Mobile ENGINEERING BUSINESS: EB-0000340 <small>This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.</small>						



PROJECT NO:
114503.01

DESIGNED BY: JPB

DRAWN BY: JPB

CHECKED BY: PDZ

PROJ. MGR: MDL

DATE: 8/20/2019

REVISION / ACTION TAKEN

NO.	DATE	APPR.	REVISION / ACTION TAKEN

EXHIBIT B
PROJECT OVERVIEW

SHEET
2 OF 2

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-5661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Tallahassee - Mobile

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BLUFFS INTERSECTION IMPROVEMENTS PROJECT



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

REQUEST FOR PROPOSALS

“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

Request for Proposals

TABLE OF CONTENTS

- I General Information
- II Information Required from Submitters
- III Criteria for Selection
- IV Scope of Work

DRAFT

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

REQUEST FOR PROPOSALS

“Pensacola Technology Park”

PART A SUMMARY

The PEDC is seeking letters of interest from experienced firms to engage in a public/private partnership to commercially develop the Pensacola Technology Park (Property).

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 submitter 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.

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 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 park 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 Inter-local 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.

The infrastructure line of credit from Escambia County will be paid for using proceeds from the sale of the lots on the Technology Park. Once

eighty percent of the developable square footage of the Technology Park has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Park shall be applied to repayment of the line of credit.

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

The PEDC is seeking letters of interest from experienced firms to engage in a public/private partnership to commercially develop the Property.

1-2 OBJECTIVE

The Primary objective of the RFP is the selection of the most qualified and experienced firm that is most advantageous to the PEDC.

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 Request for Proposal 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
Mailing date of proposals	April 2020
RFP 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 RFP 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 RFP 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 RFP 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 RFP; 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.

Commented [AA1]: Reminder: Did you check Sections 2.5 and 2.6 from the previous version?

2-5 EXPERIENCE AND QUALIFICATIONS

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

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 include the following:

- 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

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 commercially 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 three companies never occupied the property. According to the application for funding with EDA, PEDC has an expected commitment of approximately 370 net new jobs with an average wage of \$50,000 and \$20 million in private sector investment.

However, at this time 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. Or 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 commercially 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 a commercially viable Property with an emphasis on the realized economic benefit created by the site.

The PEDC is interested in partnering with an entity(s) who have experience developing or redeveloping sites or remedial properties and who has experience with principles of new urbanism in design.

If required, the PEDC will work 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.

Commented [AA2]: I have a note that this was supposed to be changed to "facilitate".

For any and or all parcels (See Exhibit A)

Proposer's 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 be willing to work with PEDC to submit an updated 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
Potential of Job and Job Growth	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

EVALUATION CRITERIA	POINTS
Potential of Job and Job Growth	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

Additional Information

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

- Full Appraisal
- Design Guidelines
- Environmental Study

Commented [AA3]: Reminder: The only other note I have is that you were going to think on whether to discuss the previous project work within this RFP or not.

Commented [J4]: Get from Sena

BUSINESS DEVELOPMENT

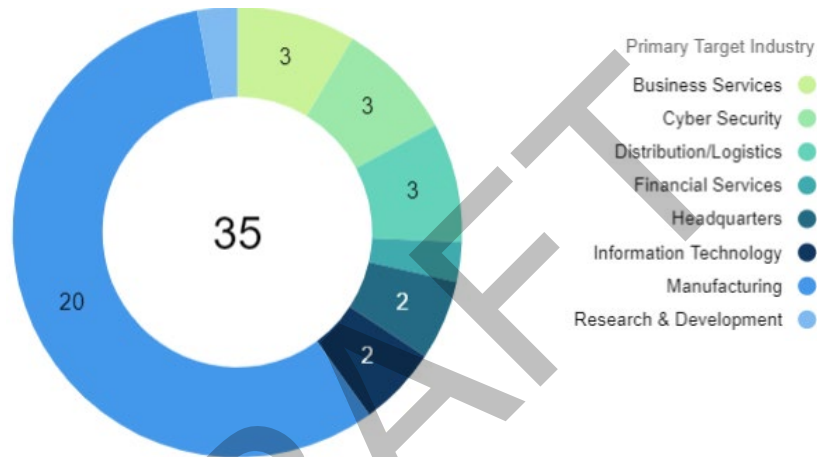
Year to Date

March 7, 2023

Active Projects	35
Active Project Site Visits	5
Existing Industry Visits	13
Response Proposals	6

PROJECTS **3,074** JOBS **20** NEW RELOCATIONS

CAPEX \$2,198,725,000 **15** LOCAL EXPANSIONS

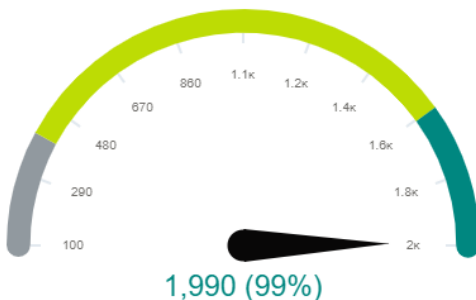


2ND QUARTER EXISTING INDUSTRY VISITS

			#Employees	Sector
OCTOBER	4	2/2/2023	West Fraser	250 Manufacturing
NOVEMBER	2	2/6/2023	ESA South	45 Business Services
DECEMBER	0	2/10/2023	Cerex Advanced Fabrics	72 Manufacturing
JANUARY	2	2/15/2023	Custom Control Solutions	50 Manufacturing
FEBRUARY	5	2/28/2023	JAG Consulting	12 R&D

ANNOUNCEMENTS

24 PROJECTS **9** NEW RELOCATIONS
15 LOCAL EXPANSIONS



JOBS GOAL = 2000 (by 2023)

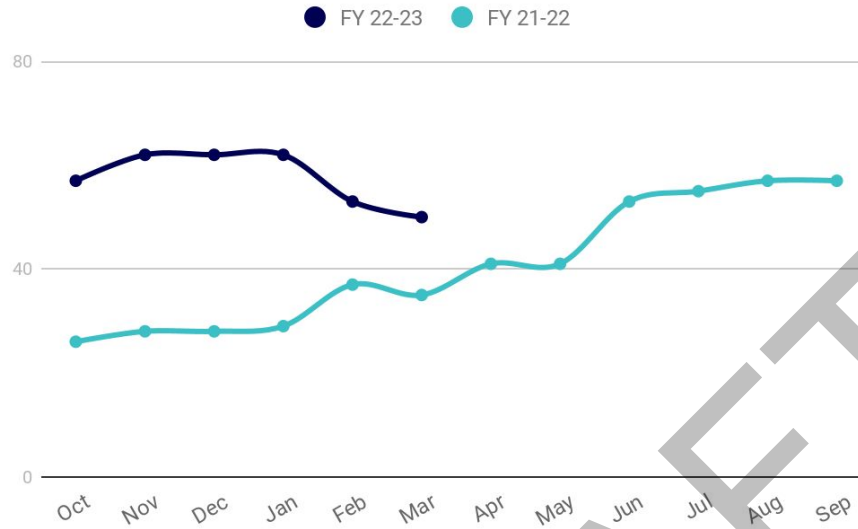
2014 -2023 = 40 PROJECTS ANNOUNCED

New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
1990	271	\$54,019	\$122,137,995	\$322,926,385
New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
7348	879	\$52,541	\$432,254,190	\$800,384,585

FloridaWest - Business Expansion and Relocation Announcements

Company	Sector	New Jobs	Retained Jobs	Average Wage	Annual Payroll	Capital Investment
Economic Development Announcements (2014-2018)	17 Projects	5358	608	\$53,948	\$321,854,514	\$477,458,200
Lost Key Media	Business Services	3		\$42,000	\$126,000	NA
May, 2019						
American Tire Distributors	Distribution	30	20	\$32,000	\$1,600,000	\$4,000,000
June, 2019						
ST Engineering Aerospace	Aviation	1325		\$45,394	\$60,147,050	\$245,000,000
July, 2019						
Social Icon	Business Services	3		\$36,000	\$108,000	NA
August, 2019						
Qualia Is	Business Services	2		\$50,000	\$100,000	NA
March, 2020						
EBI Management Group, Inc.	Business Services	14		\$65,000	\$910,000	\$350,000
March, 2020						
Girl Catch Fire	Business Services	1		\$50,000	\$50,000	NA
April, 2020						
CoFlyt	IT	5		\$45,000	\$225,000	NA
May, 2020						
Right on Target Marketing	Business Services	2		\$40,000	\$80,000	NA
May, 2020						
Speaker Training	Business Services	1		\$50,000	\$50,000	NA
May, 2020						
Allius Marketing	Business Services	1		\$55,000	\$55,000	NA
May, 2020						
Blue Wind Technologies	Manufacturing	120		\$41,937	\$5,032,440	\$2,500,000
May, 2020						
Ascend Performance Materials	Manufacturing	10	30	\$67,000	\$2,680,000	\$20,000,000
June, 2020						
Cordele Intermodal	Business Services	5	20	\$42,000	\$1,050,000	\$3,500,000
June, 2020						
Streamline Boats	Manufacturing	100		\$45,500	\$4,550,000	\$2,000,000
September, 2020						
CIRCULOGENE	BioMedical	60		\$100,000	\$7,000,000	\$3,325,000
March, 2021						
Hemp Surgical	Manufacturing	35		\$38,000	\$1,467,795	\$7,000,000
December, 2021						
CIRCULOGENE	BioMedical	10		\$100,000	\$7,000,000	
December, 2021						
Paradigm Parachute & Defense	Manufacturing	28	21	\$46,500	\$2,278,500	\$2,653,345
March, 2022						
Pegasus Laboratories	Manufacturing	63	100	\$61,204	\$9,976,252	\$17,665,000
March, 2022						
ActiGraph, LLC	Headquarters	43	80	\$65,000	\$7,995,000	\$7,833,040
April, 2022						
Advanced Technology Recycle (ATR)	Headquarters	74		\$55,332	\$4,094,568	\$3,500,000
June, 2022						
Vivid Bridge Studios	Business Services	6		\$58,200	\$349,200	
January, 2023						
Project MAGNOLIA (imminent)	Headquarters	10		\$58,000	\$580,000	\$3,600,000
March, 2023						
CO:LAB Pensacola (19 Companies)	Business Services	39		\$49,400	\$1,926,600	N/A
March, 2023						
5-year Goals To Date	24 Projects	1990	271	\$54,019	\$122,137,995	\$322,926,385
FY 2014-2023 Totals	40 Projects	7348	879	\$52,541	\$432,254,190	\$800,384,585

Occupancy (Goal: 80%)

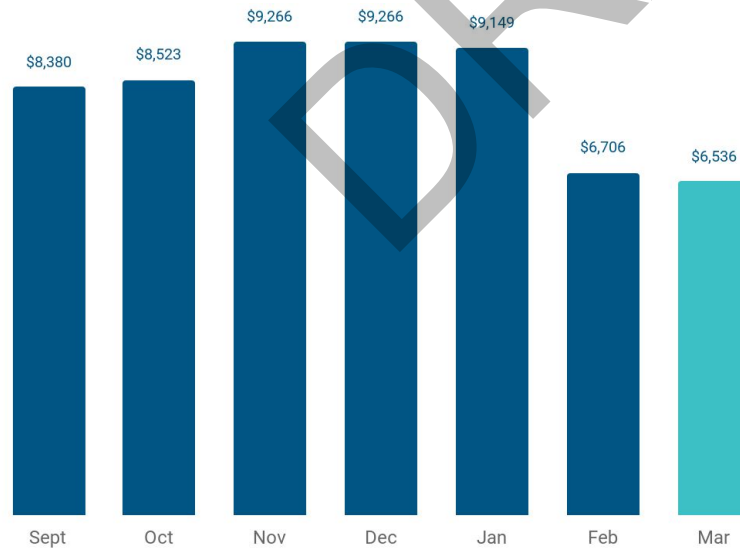


5,107 SQ. FT.
OF 10,206 TOTAL

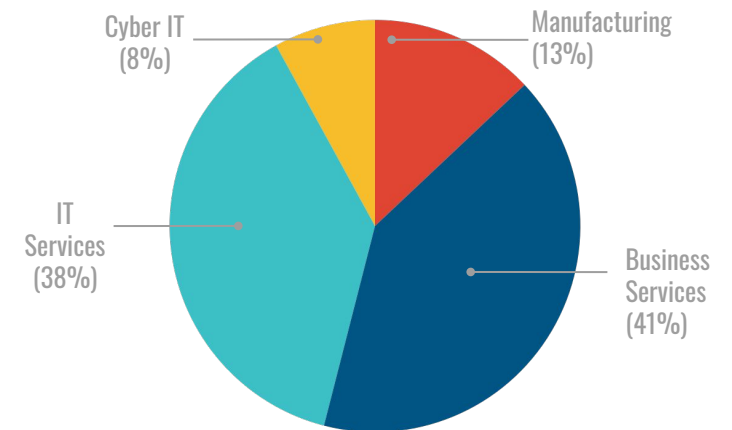
18
COMPANIES

39 EMPLOYEES

Revenue



Employees by Industry



Companies

Snap Soccer

Prospect Junkie

ARGO Cyber Systems
Capacity Path
Envision CMS
National Energy USA
Heart Crossed Films

Brewwww
Taste of Pensacola
MediaTech Direct
Rx: Stay
Spire Marketing
Morbi
All Mine Lah
Determinant Materials
She Speaks and Inspires
Master Butler Service Corp
Lifestyle Medicine Wellness & Recovery

Year 4

Year 3

Year 2

Year 1

Alumni

128 Creative Collective, Mar '23
Vivid Bridge Studios, Feb '23
Data Revolution, Sep '20
Guided Particle Systems, Inc., Sep '20
Warfighter Fitness, Sep '20
N Star Investments, Moved out Sep '20
Tag Tech, Moved out Sep '20
Angler Up, Moved out Sep '20
Association Resource Solutions, Sep '20
Coast Software, Jul '20
Girl Catch Fire, Jun '20
Altius Marketing, May '20
Coflyt, May '20
Social Icon, May '20
Speaker Training, May '20
Right on Target Marketing, May '20
Pensacola Media Group, May '20
EBI Management Group, Mar '20
Qualia Is, Mar '20

Community

NEW TENANT Master Butler Service Corp is an at-home service company focusing on all types of home services from landscaping to housekeeping. Founder & CEO Stanley McDaniels established Master Butler in 2018 and is looking to expand his brand nationally.

NEW TENANT She Speaks and Inspires is a woman and minority owned business that provides career training and professional development services for job seekers and career professionals. Founder & CEO Savedra Badilishamwalimu also works with non-profits, entrepreneurs, and community representatives to help them create unforgettable pitches for partnerships opportunities and/or investors.

Samantha Weaver, Sep '19
The Strength Group, Sep '19
Lost Key Media, May '19
Hatchmark Studio, Aug '18
Your Techno Geeks, May '18
Intelligent Retinal Imaging Systems, Apr '18
Hexad Analytics, Apr '17
Accountingfly, Feb '17
Paint University, Feb '17
FFCFC, Feb '17
Jewel Graphics, Apr '17
Broker Frameworks, Feb '17
Koala Pickup, Feb '17
Re Vera Services, LLC, Sep '16
Clearstream, Sep '16
Pay Cell Systems, Jun '16
Robotics Unlimited, Inc., Dec '15
Engineering & Planning Resources, Apr '14
The Analyst Group, Jul '12

Marketing & Communications Review – February 2023

Website Metrics – Google Analytics – Feb. 1, 2022 – Feb. 28 2023 v previous 12 month period

Overall, we are seeing improvement in the majority of the numbers!

FloridaWest.com

- users ↑ 3.84% - ↑ 716
- page views ↑ 1.7% - ↑ 557
- sessions ↑ 4.8% - ↑ 1,031
- top cities: Ashburn, Pensacola, Atlanta, Chicago, New Orleans

CyberCoastFlorida.com (Ad campaign running during previous period)

(Incremental improvements seen in past 2 reports!)

- users ↓ 53% - ↓ 2,524
- page views ↓ 57% - ↓ 4,695
- sessions ↓ 56% - ↓ 3,144
- top cities: Ashburn, Washington D.C., Pensacola, Columbus, Baltimore

CO-LAB.com

- users ↑ 18% ↑ 660
- page views ↑ 7% ↑ 525
- sessions ↑ 165% ↑ 3094
- top cities: Ashburn, Pensacola, New Orleans, Chicago

Social Media Metrics – February over January

FloridaWest

- Facebook
 - Page reach: 4299 ↑ 473% over previous period
 - Page visits: 86 ↑ 87% over previous period
 - Page new likes (followers) 8 ↑ 33% over previous period
- Instagram
 - Reach: 306 ↓ 32% over previous period
 - Profile visits: 66 ↑ 313% over previous period
 - New followers: 8 ↑ 33% over previous period
- Twitter - 28-day snapshot
 - Tweet impressions: 1963 ↑ 51% over previous period
 - Profile visits: 234 ↑ 6% over previous period
 - Followers: 814 ↑ by 4 followers over previous period

- LinkedIn
 - Reactions: 307 ↑ by 42% over previous period
 - New followers: 26 ↓ by 38% over previous period
 - Page views: 83 ↓ by 47% over previous period

CyberCoast

- Instagram
 - Reached 460 ↑ 167% over previous period
 - Profile Visits: 20 ↑ 54% over previous period
 - New Followers: 10 ↑ 43% over previous period
- Twitter - 28-day snapshot
 - Tweet impressions: 16 ↓ 20% over previous period
 - Profile visits: 12
 - Followers: 36 (no change over previous period)
- LinkedIn
 - Reactions: 18 ↑ 500% over previous period
 - New followers: 4 ↓ 33% over previous period
 - Page views: 0 ↓ 100% over previous period

CO:LAB

- Facebook
 - Page reach: 707 ↑ 26% over previous period
 - Page visits: 89 ↑ 5% over previous period
 - Page new likes: 4 ↑ 300% over previous period
- Instagram
 - Reach: 128 ↑ 19% over previous period
 - Profile visits: 26 ↓ 19% over previous period
 - New followers: 8 ↑ 14% over previous period
- Twitter - 28-day snapshot
 - Tweet impressions: 34 ↓ 60% over previous period
 - Profile visits: 61 ↓ 79% over previous period
 - Followers: 168 ↓ 1 follower over previous period
- LinkedIn - 90-day snapshot
 - Reactions: 1 ↓ 75% over previous period
 - Total followers: 406 ↓ 40% over previous period
 - Page views: 10 ↓ 58% over previous period

Events & More

Press Releases, Articles & Announcements

CO:LAB Social media: begin to share CO:LAB resident entrepreneur stories

Upcoming social: Welcome Dave Hoxeng as PEDC Chair

Upcoming announcement: Anglin Reichmann IRDF Award

Pensacola-Escambia Promotion & Development Commission

Disclosure Form

Please complete this annual form & return to Melissa Stoker at mstoker@floridawesteda.com or mail to: FloridaWest Economic Development Alliance, c/o Melissa Stoker, PO Box 1992, Pensacola, FL 32502

Conflicts of Interest

Board Members should avoid any situation that involves or may involve a conflict between their personal interest and the best interests of PEDC. It is expected that all board members 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 PEDC's interests, or any circumstance that benefits the Board Member to the detriment of PEDC. This includes potential conflicts arising from activities of a spouse, immediate family member or other person with whom a Board Member may have a personal or professional relationship. Any actions or interests that create even the appearance of conflict or impropriety fall within this policy and must be avoided.

1. Have you read the PEDC Conflict-Of-Interest Policy?

Yes _____ No _____

2. Are you aware of any relationships between PEDC or any related or affiliated organization and you or a member of your family as defined by the letter or spirit of this policy that may constitute a conflict of interest?

Yes _____ No _____

If yes, please list or elaborate such relationships and the details of annual or potential financial benefit as you can best estimate them. **(Use additional page if necessary)**

3. Did you or a member of your family receive, during the past 12 months, any gifts or loans from any source from which PEDC or any related or affiliated organization, buys goods or services or otherwise has significant business dealings?

Yes _____ No _____

If yes, please list such loans or gifts, their sources and their approximate values.
(Use additional page if necessary)

I certify that the foregoing information is true and complete to the best of my knowledge:

Date: _____

Signature

Please Print Name: _____



CONFIDENTIALITY AGREEMENT

I, _____, acknowledge the following:

1. In the course of service as a board member, I may receive proprietary, trade secret, or otherwise sensitive valuable information in written, verbal or electronic form concerning business ventures or companies contemplating the relocation or commencement of business operations in the greater Escambia Santa Rosa Area which is exempt from disclosure pursuant to section 288.075, Florida Statutes, or other applicable state and federal law (hereinafter referred to as "Confidential Information"). I understand that Confidential Information must remain protected from disclosure by me until such time as the information becomes publicly known through either: (1) a public announcement from a duly authorized representative of PEDC and/or Florida West or (2) disclosure by a third party resulting in the information becoming commonly known in the public domain.
2. For so long as information is Confidential Information, I agree to hold it in strict confidence and not to disclose it to any other person under any circumstances, unless such disclosure is required by law or requested by PEDC and/or Florida West.
3. I understand that any improper disclosure of Confidential Information may result in irreparable injury to PEDC and/or Florida West, a party with whom it is dealing, or to both.
4. I understand that any improper disclosure of Confidential Information to a third party may subject PEDC and/or Florida West and me (to the extent such disclosure rises to the level of a breach of my fiduciary duty as a staff member) to damages for any injury resulting therefrom.
5. I understand that if I improperly disclose Confidential Information to a third party, such conduct will be grounds for my immediate removal as a board member from PEDC.
6. This Agreement states the entire agreement between the member and PEDC and/or Florida West concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
7. This Agreement shall inure to the benefit of the parties hereto, except as otherwise expressly provided herein and their successors and permitted assigns, and no other person or entity shall have any rights or obligations hereunder.

Date: _____

Printed Name: _____

Signature: _____

Revised: March 2023

[Fla. Stat. § 288.075](#)

Current through the 2022 regular and extra sessions.

LexisNexis® Florida Annotated Statutes > Title XIX. Public Business. (Chs. 279 — 290) > Chapter 288. Commercial Development and Capital Improvements. (§§ 288.0001 — 288.9963) > Part I. General Provisions. (§§ 288.0001 — 288.1258)

§ 288.075. Confidentiality of records.

(1) Definitions. As used in this section, the term:

(a) “Economic development agency” means:

1. The Department of Economic Opportunity;
2. Any industrial development authority created in accordance with part III of chapter 159 or by special law;
3. Space Florida created in part II of chapter 331;
4. The public economic development agency of a county or municipality or, if the county or municipality does not have a public economic development agency, the county or municipal officers or employees assigned the duty to promote the general business interests or industrial interests of that county or municipality or the responsibilities related thereto;
5. Any research and development authority created in accordance with part V of chapter 159; or
6. Any private agency, person, partnership, corporation, or business entity when authorized by the state, a municipality, or a county to promote the general business interests or industrial interests of the state or that municipality or county.

(b) “Proprietary confidential business information” means information that is owned or controlled by the corporation, partnership, or person requesting confidentiality under this section; that is intended to be and is treated by the corporation, partnership, or person as private in that the disclosure of the information would cause harm to the business operations of the corporation, partnership, or person; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning:

1. Business plans.
2. Internal auditing controls and reports of internal auditors.
3. Reports of external auditors for privately held companies.

(c) “Trade secret” has the same meaning as in [s. 688.002](#).

(2) Plans, intentions, and interests.

(a)

1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from [s. 119.07\(1\)](#) and [s. 24\(a\), Art. I of the State Constitution](#) for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

(b) A public officer or employee may not enter into a binding agreement with any corporation, partnership, or person who has requested confidentiality of information under this subsection until 90 days after the information is made public unless:

1. The public officer or employee is acting in an official capacity;
2. The agreement does not accrue to the personal benefit of such public officer or employee; and
3. In the professional judgment of the officer or employee, the agreement is necessary to effectuate an economic development project.

(3) Trade secrets. Trade secrets held by an economic development agency are confidential and exempt from [s. 119.07\(1\)](#) and [s. 24\(a\), Art. I of the State Constitution](#).

(4) Proprietary confidential business information. Proprietary confidential business information held by an economic development agency is confidential and exempt from [s. 119.07\(1\)](#) and [s. 24\(a\), Art. I of the State Constitution](#), until such information is otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information.

(5) Identification, account, and registration numbers. A federal employer identification number, reemployment assistance account number, or Florida sales tax registration number held by an economic development agency is confidential and exempt from [s. 119.07\(1\)](#) and [s. 24\(a\), Art. I of the State Constitution](#).

(6) Economic incentive programs.

(a) The following information held by an economic development agency pursuant to the administration of an economic incentive program for qualified businesses is confidential and exempt from [s. 119.07\(1\)](#) and [s. 24\(a\), Art. I of the State Constitution](#) for a period not to

exceed the duration of the incentive agreement, including an agreement authorizing a tax refund or tax credit, or upon termination of the incentive agreement:

1. The percentage of the business's sales occurring outside this state and, for businesses applying under [s. 288.1045](#), the percentage of the business's gross receipts derived from Department of Defense contracts during the 5 years immediately preceding the date the business's application is submitted.
2. An individual employee's personal identifying information that is held as evidence of the achievement or nonachievement of the wage requirements of the tax refund, tax credit, or incentive agreement programs or of the job creation requirements of such programs.
3. The amount of:
 - a. Taxes on sales, use, and other transactions paid pursuant to chapter 212;
 - b. Corporate income taxes paid pursuant to chapter 220;
 - c. Intangible personal property taxes paid pursuant to chapter 199;
 - d. Insurance premium taxes paid pursuant to chapter 624;
 - e. Excise taxes paid on documents pursuant to chapter 201;
 - f. Ad valorem taxes paid, as defined in [s. 220.03\(1\)](#); or
 - g. State communications services taxes paid pursuant to chapter 202.

However, an economic development agency may disclose in the annual incentives report required under [s. 288.907](#) the aggregate amount of each tax identified in this subparagraph and paid by all businesses participating in each economic incentive program.

(b)

1. The following information held by an economic development agency relating to a specific business participating in an economic incentive program is no longer confidential or exempt 180 days after a final project order for an economic incentive agreement is issued, until a date specified in the final project order, or if the information is otherwise disclosed, whichever occurs first:
 - a. The name of the qualified business.
 - b. The total number of jobs the business committed to create or retain.
 - c. The total number of jobs created or retained by the business.
 - d. Notwithstanding [s. 213.053\(2\)](#), the amount of tax refunds, tax credits, or incentives awarded to, claimed by, or, if applicable, refunded to the state by the business.
 - e. The anticipated total annual wages of employees the business committed to hire or retain.
2. For a business applying for certification under [s. 288.1045](#) which is based on obtaining a new Department of Defense contract, the total number of jobs expected and the amount of tax refunds claimed may not be released until the new Department of Defense contract is awarded.

(7) Loan programs.

(a) The following information held by an economic development agency pursuant to its administration of a state or federally funded small business loan program is exempt from s. 119.07(1) and [s. 24\(a\), Art. I of the State Constitution](#):

1. Tax returns.
2. Financial information.
3. Credit history information, credit reports, and credit scores.

(b) This subsection does not prohibit the disclosure of information held by an economic development agency pursuant to its administration of a small business loan program in an aggregated and anonymized format.

(c) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2026, unless reviewed and saved from repeal through reenactment by the Legislature.

(8) Penalties. Any person who is an employee of an economic development agency who violates the provisions of this section commits a misdemeanor of the second degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#).

History

S. 1, ch. 77-75; s. 1, ch. 79-395; s. 3, ch. 83-47; s. 1, ch. 86-152; s. 1, ch. 86-180; s. 1, ch. 86-218; s. 1, [ch. 89-217](#); s. 104, [ch. 90-360](#); s. 245, [ch. 91-224](#); s. 220, [ch. 95-148](#); s. 1, [ch. 95-378](#); s. 1, [ch. 96-353](#); s. 135, [ch. 96-406](#); s. 14, [ch. 99-256](#); s. 1, [ch. 2001-161](#); s. 5, [ch. 2002-183](#); s. 27, [ch. 2003-286](#); s. 55, [ch. 2006-60](#), eff. May 30, 2006; s. 1, [ch. 2006-157](#), eff. Oct. 1, 2006; s. 1, [ch. 2007-203](#), eff. July 1, 2007; s. 23, [ch. 2011-76](#), eff. Jan. 1, 2012; s. 1, [ch. 2012-28](#), eff. Mar. 23, 2012; s. 55, [ch. 2012-30](#), eff. July 1, 2012; s. 1, [ch. 2021-23](#), effective July 1, 2021.

Annotations

Notes

Editor's notes.

Section 2, [ch. 2007-203](#) provides: "The Legislature finds that it is a public necessity to provide confidentiality for certain information concerning businesses participating in a state incentive program held by an economic development agency. The disclosure of information such as trade secrets, proprietary confidential business information, or other business information could injure a business in the marketplace by providing its competitors with detailed insights into the strategic plans of the business or with confidential personnel information, thereby diminishing the advantage that the business maintains over those that do not possess such information. Without these exemptions, private-sector businesses, whose records generally are not required to be open to the public, might refrain from participating in economic development programs or tax credit or tax refund programs and thus would not be able to use the incentives available under the programs. If a business were unable to use the incentives, the business might choose to locate its business and other investment activities outside the state, which would deprive the state and the public of the potential economic benefits associated with such business activities in this state. The harm to businesses in the marketplace and to the effective administration of

economic development and incentive programs caused by the public disclosure of such information far outweighs the public benefits derived from the release of the information.”

Section 35, [ch. 2011-76](#) provides: “(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. [120.536\(1\)](#) and [120.54\(4\)](#), *Florida Statutes*, for the purpose of implementing this act.

“(2) Notwithstanding any other provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

Section 93, [ch. 2012-30](#), provides: “If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of the act are severable.”

Amendments.

The 2003 amendment by s. 27, ch. 2003-286, effective July 14, 2003, in (1) substituted “Aerospace Finance” for “Commercial Space Financing.”

The 2006 amendment by s. 55, ch. 2006-60, effective May 30, 2006, in (1), substituted “Space Florida” for “the Florida Space Authority” and deleted “the Florida Aerospace Finance Corporation created in part III of chapter 331” following “part II of chapter 331.”

The 2006 amendment by s. 1, ch. 2006-157, effective October 1, 2006, reformatted (1) by inserting the paragraph designations; rewrote (2); deleted (3), which stated that the section did not waive any provision of law requiring a public hearing; deleted (4) and transferred the substance of former (4) to present (5); and redesignated former (5) and (6) as present (3) and (4), respectively, and former (7) as present (6).

The 2007 amendment by s. 1, ch. 2007-203, effective July 1, 2007, revised the designation scheme and added subsection headings throughout; in present (1)(a)4., added the language beginning “or, if the county or municipality does not have a public economic development agency”; added present (1)(b) and (c); redesignated former (3) as present (2)(b), and added (2)(c); redesignated former (4) as present (3) and rewrote that subsection; added present (4), (5), and (6); deleted former (5), which now appears as (2)(c); redesignated former (6) as present (7); and added (8).

The 2011 amendment deleted former (6)(a)4.d., which read: “Emergency excise taxes paid pursuant to chapter 221” and redesignated former (6)(a)4.e. through (6)(a)4.h. as (6)(a)4.d. through (6)(a)4.g.

The 2012 amendment by s. 1, ch. 2012-28, effective March 23, 2012, redesignated former (2)(a) through (2)(c) as (2)(a)1., (2)(a)2., and (2)(b); in (2)(a)1., substituted “If” for “Upon written request from” at the beginning, substituted “requests in writing before an economic incentive agreement is signed that” for “information held by,” added “maintain the confidentiality of information,” and added “the information” following “this state”; in (2)(a)2., substituted “subparagraph 1.” for “paragraph (a)” in the first sentence and substituted “subparagraph 1.” for “this section” in the second sentence; added the last paragraph of (2)(a); deleted former (6)(a)2.; redesignated former (6)(a)3. and (6)(a)4. as (6)(a)2. and (6)(a)3.; substituted “An individual” for “The average wage actually paid by the business for those jobs created by the project or an” in (6)(a)2.; added the last paragraph of (6)(a); rewrote (6)(b); deleted former (6)(c); deleted former (8); and made stylistic changes.

The 2012 amendment by s. 55, ch. 2012-30, effective March 23, 2012, substituted “reemployment assistance” for “unemployment compensation” in (5).

Opinion Notes

OPINIONS OF ATTORNEY GENERAL

A written request for confidentiality under [Fla. Stat. § 288.075\(2\)](#) may constitute or contain information required to be held confidential under that statute. However, the custodian of these records must determine on a case-by-case basis whether a particular record or portion of a record falls within the scope of the exemption. AGO 2007-15, [2007 Fla. AG LEXIS 18](#).

[Fla. Stat. § 288.075\(2\)](#) may be cited by the records custodian as statutory authority for withholding information from public inspection and copying under the Public Records Law, Chapter 119, Florida Statutes, without violating the required confidentiality provisions of the statute. AGO 2007-15, [2007 Fla. AG LEXIS 18](#).

The public has access to the files and records of the City of Orlando’s Department of Economic Development pursuant to [section 119.07\(1\), Florida Statutes](#), except for those records or portions of records clearly falling within the exception to [section 119.07\(1\) Florida Statutes](#), set forth in [section 288.075\(2\), Florida Statutes](#). Only those documents or portions thereof covered by the exception in [section 288.075\(2\)](#) are confidential and these are limited to those “records. .. which contain or would provide information concerning plans, intentions, or interests of [a] private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state.” Such records may only be kept confidential following receipt of a written request for confidentiality. Development plans, financial records, financial commitment letters and draft memoranda of understanding between the city and a developer regarding a redevelopment project appear to come within the scope of this exemption. However, such records may not be treated as confidential prior to receipt of a written request for such treatment pursuant to [section 288.075\(2\), Florida Statutes](#), and I would note that the exemption expressed in [section 288.075\(2\), Florida Statutes](#), applies only to records and does not constitute an exemption from the provisions of the Government in the Sunshine Law, [section 286.011, Florida Statutes](#). AGO 2004-19, [2004 Fla. AG LEXIS 19](#).

A community redevelopment agency created pursuant to [Fla. Stat. § 163.356](#) is a public agency that may not be considered an economic development agency as defined in [Fla. Stat. § 288.075\(1\)](#), and therefore, may not assert the public records exemption allowed for such an agency. AGO 1995-52, [1995 Fla. AG LEXIS 52](#).

A county industrial development authority created under part III of ch. 159, F.S., is given no statutory authority to close any of its meetings, regardless of the nature of matters discussed, and possesses no discretion to close any of its meetings. An authority is required to notify the public of its meetings at such time and in such a manner as will enable interested members of the press and the general public to attend. The media and members of the public have full access to the authority’s records pursuant to [Fla. Stat. § 119.07\(1\)](#), except for those records or portions of records clearly falling within the exception to [Fla. Stat. § 119.07\(1\)](#) set forth in [Fla. Stat. § 288.075\(2\)](#), but then only to the extent, and only under the conditions and time limitation, specified in [Fla. Stat. § 288.075\(2\)](#). AGO 1980-78, [1980 Fla. AG LEXIS 27](#); [Op. Att’y Gen. Fla. 1980-104](#).

The County Airport Authority is not an “economic development agency” as defined in [section 288.075, Florida Statutes](#), and, therefore, may not avail itself of the confidentiality provisions provided within the statute. The Legislature’s designation of those entities which are considered economic development agencies for purposes of [section 288.075, Florida Statutes](#), precludes any other entities from falling under the definition. Where a statute enumerates the things on which it is to operate, it is ordinarily to be construed as excluding from its operation all things not expressly mentioned therein. AGO 2012 36, [2012 Fla. AG LEXIS 47](#).

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