



Middlesex County

**REQUEST FOR PROPOSALS
2025-07**

**Public-Private Partnership for Mixed-Use Development on
Lattimore Tract
Middlesex County, Virginia**

**Issued by
County Administrator
PO Box 428
877 General Puller Hwy
Saluda, VA 23149**

**for questions:
a.ricardi@co.middlesex.va.us**

Public-Private Partnership for Mixed-Use Development Middlesex County, Virginia
ISSUED: August 6, 2025

Request for Proposals
Public-Private Partnership Solicitation for Mixed-Use Development
Middlesex County, Virginia
1793 General Puller Highway – Tax Map Parcels 27-51 and 27-52A

DUE DATE: October 10, 2025

I. SUMMARY & OBJECTIVE: Middlesex County, Virginia, partnering with its Economic Development Authority (EDA), pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), invites qualified private development entities to submit solicited proposals for a public-private partnership (PPP) to develop a ±35-acre County-owned property located at 1793 General Puller Highway, Saluda, VA (Tax Map Parcels 27-51 and 27-52A). The County seeks a visionary and capable partner to plan, finance, and implement a mixed-use development consistent with community needs and strategic goals. The County and EDA seek to create a dynamic mixed-use community that includes public recreational amenities, medium-density residential housing (e.g., townhomes) and appropriately scaled commercial/office/retail spaces.

This procurement is being conducted in compliance with the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code Sections 56-575.1, et seq., (the "PPEA") and the Public-Private Transportation Act of 1995, Va. Code Section 56-556, et seq., (the "PPTA") (together, the "Acts") grant the County of Middlesex (the "County"), a responsible public entity as defined in the Acts, the authority to create public-private partnerships for the development of a wide range of projects for public use if the County determines there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. Although guidance with regard to the application of the PPEA and PPTA is provided herein, it will be incumbent upon all private entities to comply with the provisions of the PPEA or PPTA as applicable. Further, the County may invite bids or proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain or operate qualifying projects. The County may use a two-part process consisting of an initial conceptual phase and a detailed phase. The County will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the applicable Act.

II. PROPOSAL DATA and SUBMISSION REQUIREMENTS: Any party submitting a proposal (an "Offeror") must submit ten (10) original copies to Middlesex County Administrator, P.O. Box 428, 877 General Puller Hwy, Saluda, Va. 23149, in writing, no later than **3:00 p.m., October 10, 2025.**

Proposals should address infrastructure challenges and leverage the site's prominent location, natural beauty, and topography while meeting market demands and preserving long-term public benefits. Proposers will be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described within the Middlesex County PPEA Policy adopted August 2014.

All Proposals must be in writing and submitted in a sealed envelope clearly marked on the outside

with the Company's name and the notation "RFP for Public-Private Partnership for Mixed-Use Development." All Proposals will be opened at 3:00 p.m. on October 10, 2025 at the Middlesex County Administrator's Office 877 General Puller Hwy, Saluda Va. 23149. All Proposals received after the announced time and date of receipt, by mail or otherwise, may not be accepted and may be returned unopened at the discretion of the County Administrator. Contract awards will be negotiated as soon as practicable thereafter. Failure to submit a proposal with the forms provided may be a cause for rejection of the proposal.

Proposals for the conceptual phase of review should include:

1. Development Team: Overview of firm(s), key personnel, qualifications, and past relevant projects.
2. Project Vision: Description of proposed development mix, density, design concept, and phasing.
3. Infrastructure Plan: Strategy for water service extension, sewage disposal, road access, and stormwater management.
4. Public Benefit: How the proposal contributes to housing, employment, tax base, or other community goals.
5. Financial Approach: Preliminary development budget, funding sources, proposed County participation or incentives requested if any, and financial capacity.
6. Schedule: Anticipated timeline from due diligence through full build-out.
7. References: At least three client or public sector references from comparable projects.

The winning offeror will be invited to participate in the detailed phase to negotiate a contract for the development of a mixed-use development on County owned property, which may be offered for lease or sell to the developer dependent upon the terms of the final agreement. The selected offeror shall not be an employee or agent of any of Middlesex County.

A non-mandatory pre-proposal conference has been scheduled for August 20, 2025, at 10:00 a.m. (local time), and will be held in the Board Meeting Room, 2nd Floor, Middlesex Historic Courthouse, at 865 General Puller Highway, Saluda, Virginia 23149. Offerors will be given an opportunity at the end of this meeting to tour the properties subject to this solicitation. All Offerors who intend to submit a response are encouraged to attend the pre-proposal meeting. Any Offeror who intends to attend the pre-proposal meeting is encouraged to submit an Acknowledgement of Receipt and Intent to Propose (see Appendix A) at or before 3:00 p.m. (local time) on August 20, 2025, as instructed on that form.

DATE	ACTION
August 6, 2025	RFP available online at www.co.middlesex.va.us and at the www.eva.virginia.gov
August 20, 2025	Pre-proposal meeting at 10:00 am at the Historic Courthouse Meeting Room.
August 29, 2025	Summary of questions, comments and responses from Pre-proposal meeting posted at www.co.middlesex.va.us by 4:30 pm
October 10, 2025	Proposals due by 3:00 p.m. in the office of the County Administrator.

III. NOTE TO OFFERORS: The County reserves the right to reject any and all Proposals, or

to contact any Offeror prior to the award for explanation or clarification. The County does not discriminate against any Offeror on any basis. All procurement is performed in accordance with the Virginia Public Procurement Act and the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code Sections 56-575.1, et seq., (the "PPEA") and the Public-Private Transportation Act of 1995, Va. Code Section 56-556, et seq., (the "PPTA").

IV. SITE DETAILS:

- Address: 1793 General Puller Highway (Route 33), Saluda, Virginia
- Acreage: ±35.748 acres (TM 27-51 and TM 27-52A)
- Current Zoning: Village Community (VC)
- Future Land Use Designation: Mixed Use
- Topography: Gently rolling with mixed wooded/open areas (See attached Topo Map)
- Environmental Constraints: Subject to Chesapeake Bay Preservation Act (CBPA) (See attached CBPA Map)
- Reference Planning Documents: See attached Property Narrative and Planning Summary

V. DEVELOPMENT CONTEXT:

Strengths:

- Strategic location along a major highway
- Proximity to Route 17
- Low local tax rates
- Identified demand for diverse housing types
- Available MWA water system capacity

Challenges:

- No public sewer service – onsite systems may be required
- Competitive regional housing supply in neighboring counties
- Limited existing demand for new commercial space
- Infrastructure extension costs

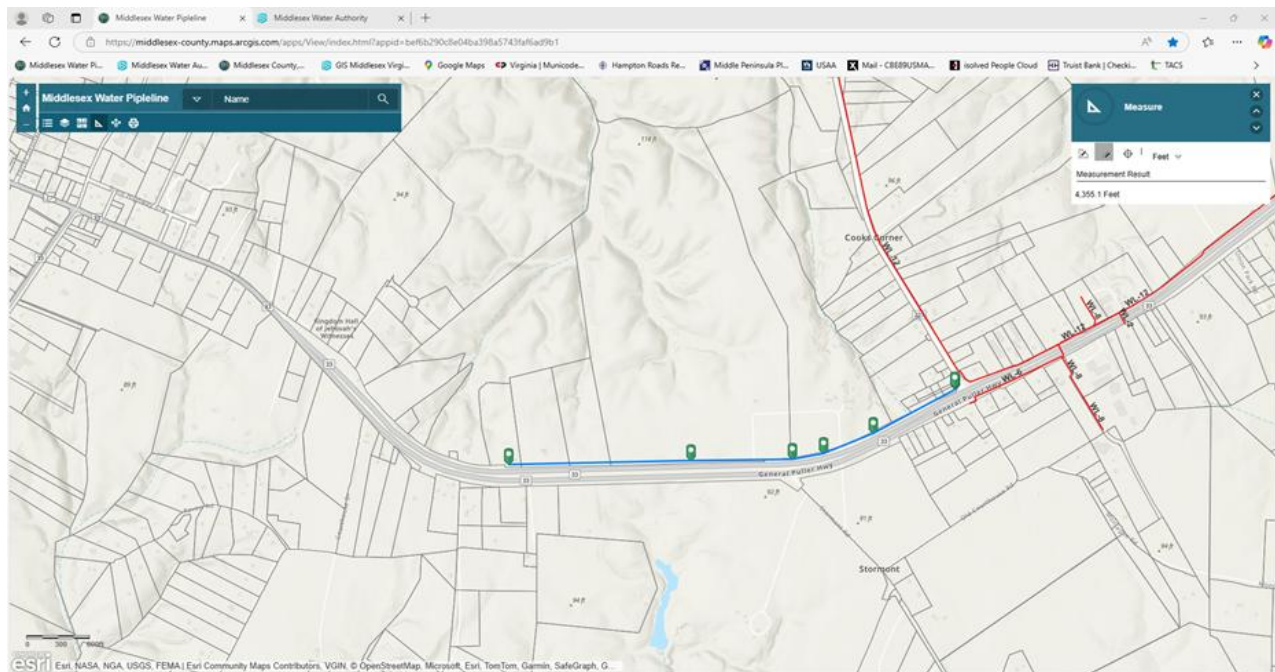
Opportunities:

- Establishing a model for future mixed-use development in the County
- Creating attractive housing and commercial options
- Exploring local incentives, such as land pricing adjustments or site improvements
- Possibility of adjoining property owner participation

VI. INFRASTRUCTURE – WATER SERVICE: The closest Middlesex Water Authority (MWA) waterline is a 12-inch main located at Cooks Corner (General Puller Highway and Urbanna Road). An approximately 4,400-foot extension of the MWA system in the public right-of-way along General Puller Highway would be needed for MWA to serve these properties from General Puller Highway. Additionally, if these two parcels are subdivided with the subdivided parcels served by MWA, additional line extensions and respective easements would be needed for conveyance into the MWA system. Extensions would be subject to the provisions of the MWA Extensions Policy, require a Utility Service Agreement with the MWA, and be subject to MWA's prevailing applicable connection fees. Water service lines beyond the meter to premises on individual parcels would be needed with these service lines remaining the lot owner's responsibility. The exhibit below shows the approximate location of the extension needed to connect to MWA at Cooks Corner. The MWA system currently has available overall system capacity, and the MWA would collaborate further as planned uses for these properties are

determined.

The map below shows the proposed waterline extension route to serve the project site:



VII. EVALUATION CRITERIA: In addition to the previously stated items, the County will consider the following comprehensive evaluation criteria when reviewing proposals for a mixed-use Public-Private Partnership (PPEA) project:

1. Alignment with Community Vision and Strategic Goals

Degree to which the proposal supports the County's long-term economic, residential, and quality-of-life objectives identified with its Comprehensive Plan.

Compatibility with Comprehensive Plan and Future Land Use Designation.

Project feasibility and alignment with County and EDA goals

2. Development Team Qualifications and Track Record

Demonstrated experience in delivering similar mixed-use developments via public-private partnerships and/or experience with similar projects

Demonstration of ability and resource capacity to perform work.

Financial stability and successful execution of past projects, Financial strength and funding plan.

Leadership structure, Project manager's experience and management approach

3. Project Characteristics, Innovation and Design Quality

Creativity and functionality of proposed site layout and design.

Incorporation of recreational infrastructure, smart design principles, and low-impact design that enhances sites natural features and topography.

Creativity and responsiveness to site constraints.

4. Economic and Fiscal Impact

Projected tax revenues, job creation, and long-term economic sustainability.
Financial feasibility and value for public investment, including projected return on investment for the County
Community and economic benefits, diversity and uniqueness of commercial uses

5. Public Benefits and Amenities

Inclusion of open space, recreational facilities, walkable environments, and civic and resident spaces.
Enhancement of and access to public infrastructure.

6. Infrastructure and Utility Strategy

Adequacy of proposed plans for water, sewer, and low-impact stormwater systems.
Coordination with Middlesex Water Authority and other public utility providers.

7. Risk Mitigation and Project Delivery Plan

Clear identification of project phases, timelines, risk allocations, and contingencies.
Strategies for addressing permitting, financing gaps, and stakeholder engagement.
Proposed requirements or requests of the County and EDA

8. Community Engagement and Support

Proposed methods to engage local and future residents and businesses throughout the project lifecycle.
Demonstrated efforts to align with community input and minimize adverse impacts.

These criteria are intended to guide the County and EDA's selection process to ensure the resulting partnership delivers maximum public value and long-term success for the County and EDA's vision and alignment with goals.

VIII. SELECTION OF OFFEROR/AWARD:

Upon receipt of proposals a review committee shall be appointed by the Middlesex Board of Supervisors and Economic Development Authority to rank and select a proposal to move forward in the process. Selection shall be made of the Offeror deemed to be fully qualified and best suited among those submitting qualifications, on the basis of the factors involved in the RFP. Negotiations shall then be conducted with the Offeror ranked first. If a contract satisfactory and advantageous to the Counties can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated. Should the County determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Negotiation shall be conducted with the Offeror in which they shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project and develop a detailed proposal which in turn could culminate in a final agreement being sent to a public hearing and potential approval by the Board of Supervisors.

IX. Appendixes

1. **Appendix 1** – Property Narrative and Planning Summary
 - Includes zoning details, future land use designation, and narrative context for development vision.
 - Source: “Property Narrative.docx”
2. **Appendix 2** – TM 27 – 51 plat and TM 51-52A Property Package
 - Contains plats and deed references for Tax Map Parcels 27-51 and 27-52A.
 - Source: “TM 51-52A Package.pdf”
3. **Appendix 3** – Lattimore Current Zoning Map
 - Shows current zoning classification as Village Community (VC) for the parcels.
 - See image on page 1 for parcel overlays and zoning boundaries.
 - Source: “Lattimore Current Zoning.pdf”
4. **Appendix 4** – Lattimore Future Land Use Map
 - Reflects the County’s planned designation for the area as “Mixed Use.”
 - Highlighted parcel boundaries correspond with Future Land Use code ‘MU’.
 - Source: “Lattimore Future Land Use.pdf”
5. **Appendix 5** – Lattimore Topographic Map
 - Provides detailed elevation contours for site planning.
 - See image on page 1: red contour lines show elevation variation across TM 27-51 and 27-52A.
 - Source: “Lattimore Topo.pdf”
6. **Appendix 6** – Lattimore USCGS Elevation Map
 - Displays USGS contour lines and geodetic reference points.
 - Gray elevation lines on page 1 depict the physical landscape relevant to engineering and infrastructure.
 - Source: “Lattimore USCGS.pdf”
7. **Appendix 7** – Waterline Extension Map – Middlesex Water Authority
 - Displays the proposed 12-inch waterline extension route to the site.
 - As referenced in Section IV (Infrastructure – Water Service).
 - Visual data provided in the RFP under Section X directly.
 - Source: “Embedded in RFP”
8. **Appendix 8** – Middlesex County PPEA Policy
 - Provides the official County policy adopted August 5, 2014, implementing the Public-Private Education Facilities and Infrastructure Act (PPEA) and the Public-Private Transportation Act (PPTA).
 - Source: “Middlesex PPEA Policy adopted 8-14.docx”
9. **Appendix 9** – Lattimore Ches Bay Preservation Area Map
 - Provides the General depiction of Chesapeake Bay Preservation areas (RPAs).
 - Source: “Lattimore CBPA.pdf”
10. **Appendix 10** - Development Options - County Properties – 1793 General Puller Highway
 - Provides summarize some economic development points regarding possible mixed used development for the 35+/- acres.
 - Source: “MU Project 27-51 mca 250424.docx”

PROPOSAL FORM

RFP, Public-Private Partnership Solicitation for Mixed-Use Development
Middlesex County, Virginia

Lattimore Tract 1793 General Puller Highway – Tax Map Parcels 27-51 and 27-52A

CERTIFICATION: I hereby certify that I have read and understand the provisions of this RFP. Further, I certify that I am authorized to submit and negotiate on my firm's behalf. (Offers not signed below will not be considered.)

Company _____

Name of Principal (Type or Print)

Address

Project Manager _____

Title

Telephone

REFERENCES: Offerors shall provide a minimum of three references on this form, with such attachments as are deemed appropriate.

1. Government/Firm Name _____

Contact

Title _____

Mailing Address

Phone

2. Government/Firm Name _____

Contact

Title _____

Mailing Address

Phone

3. Government/Firm Name _____

Contact

Title _____

Mailing Address

Phone

Profile - Responders shall submit an initial proposal including requested professional experience, references, and other relevant information requested and listed within the RFP. Responders shall also submit copies of endorsement and coverage pages of their insurance.

Attachments:

General Terms & Conditions

GENERAL TERMS AND CONDITIONS

VENDOR: The general terms and conditions which follow apply to all purchases and become an integral part of each formal Request for Proposals, purchase order, contract, and/or other award issued by the Counties, unless otherwise specified. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications herein and included in the Request for Proposals before submitting offers; failure to do so will be at the Offeror's own risk and relief cannot be secured on the plea of ignorance. All offers are subject to federal, state, and local laws and all applicable rules, regulations, and limitations imposed by law. Offerors responding to all advertisements and invitations issued by the purchasing office agree to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposals.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offerors should contact the RFP Coordinator. Revisions to the solicitation will only be made by addendum issued by the RFP Coordinator.

PROPOSAL PREPARATION & SUBMISSION: In order to be considered for selection, Offeror must submit a complete response to this Request for Proposals. Each offer must be submitted on the proposal forms provided. The proposal shall be signed by an authorized representative of the Offeror's firm and delivered to the proper location by the time and date as specified on the cover page.

PROPRIETARY INFORMATION OR TRADE SECRETS: Offeror may invoke proprietary information or trade secret protection prior to or at submission of the data/material by: (1) Identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The counties reserve the right to ask for additional clarification prior to establishing protection.

CONTRACTUAL DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the Contractor shall have given written notice of the intention to file such claim at the time of occurrence or at the beginning of work upon which the claim is based. The Contracting County will provide a written response within sixty (60) days after receipt of the written claim.

ASSIGNMENT CONTRACT: A Contract shall not be the assignable by the vendor in whole or in part without the written consent of the Contracting County under each contract.

PROHIBITION AS SUBCONTRACTORS: No Offeror who is permitted to withdraw an offer shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn offer was submitted.

PAYMENT DATE: Contractor shall be responsible for submitting an invoice quarterly to the attention of the Commissioner of the Revenue or the County Administrator, as designated in the individual contracts. Payment will be made within forty-five (45) days of invoice and approval. The sum of all quarterly invoices shall not exceed the agreed upon Contract amount, as that amount may be amended by written agreement of the parties.

ANTI-DISCRIMINATION: By submitting their Proposals, all Offerors certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act 1975, as amended, where applicable, and Va. Code §§ 2.2- 4310 and 2.2-4311.

LATE PROPOSALS: Proposals received after the published time and date will be returned to the Offeror, unopened, so long as the RFP number and return address are shown on the envelope.

DEFAULT: In case of failure to deliver goods or perform services in accordance with the Contract terms and conditions, the Counties, or any one or more of them, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional costs to the Contracting County or Contracting Counties. This remedy shall be in addition to any other remedies the Counties may have. The Contractor will not be held responsible for delays caused or created by any one or more of the Counties.

AWARD: The Counties will make the award under this RFP utilizing the Selection Criteria set forth in of the Request for Proposals.

OFFER ACCEPTANCE PERIOD: The proposal submitted by any Offeror shall be binding upon the Offeror for sixty (60) days following the offer opening date. Any offer on which the Offeror shortens the acceptance period may be rejected.

TAX EXEMPTION: The counties are exempt from the State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN OFFER.** Tax Exemption Certificates will be furnished by the Counties upon request.

RIGHTS OF THE COUNTIES: The Counties reserve the right to waive any informality or irregularity in any proposal received, to reject any and all proposals with our without cause, and to accept a proposal which, in the opinion of the Counties, is in their best interest.

ANTI-TRUST: By entering into a Contract, the Offeror conveys, sells, assigns, and transfers to the Counties all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the individual counties under said Contract.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and hold harmless the Counties, their officials, officers, agents, and employees, as to any right of action, cause of action, damages, demand, or claim of any nature, whether in tort or contract, and including claims or actions for death or injury to person or property, whether at law or in equity, arising from or caused by: (a) the use of any materials, goods, or equipment furnished by the Contractor; or (b) the performance or rendering of any services of any kind by the Contractor.

The Offeror agrees to protect the Counties from claims involving infringement of patent or copyrights.

ETHICS IN PUBLIC CONTRACTING: The provisions contained in Va. Code §§ 2.2-4367 through 2.2-4377 shall be applicable to all contracts solicited or entered into by the Counties resulting from this RFP. By submitting proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with

their proposal, and that they have not conferred upon any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the county with whom the subject contract was entered. The Contractor shall comply with applicable federal, state, and local laws and regulations.

OFFERORS RESPONSIBILITY: Offerors shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may hereinafter exist, or if conditions or difficulties that may be encountered in the work, as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the Contract Documents or accepted as a basis for any claims whatsoever for additional compensation.

ADDENDA: All addenda to this solicitation issued by the Counties during the pendency of this Request for Proposals shall become a part of the documents and specifications, shall be covered in the offer, and will be made part of any resulting contract.

NON-APPROPRIATION: All funding for payment as required under any Contract resulting from this solicitation is subject to appropriation for this purpose by each Contracting County. In the event of non-appropriation of funds by a county for any Contract, the Contracting County will terminate the Contract. Written notice will be provided to the Offeror as soon as possible after legislative action is completed.

CERTIFICATIONS: Offeror hereby certifies that it does or will comply with the following:

- A. State and Local Government Conflict of Interest Act.
- B. Virginia Freedom of Information Act.
- C. Virginia Fair Employment Contracting Act.
- D. Virginia Governmental Frauds Act.
- E. Virginia Public Procurement Act.
- F. Federal Immigration Reform and Control Act of 1986.
- G. Americans With Disabilities Act.

INSURANCE:

1. The Offeror shall provide to each Contracting County a Commonwealth of Virginia Certificate of Insurance prior to the start of the job, and agrees to maintain such insurance until the completion of the project. The minimum limits of liability shall be as follows:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.
 - C. General Liability - \$1,000,000 combined single limit with \$2,000,000 umbrella coverage. Each Contracting County is to be named as an additional insured with respect to the work/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability,

- Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Liability Coverage (errors and omissions), \$1,000,000 minimum.

The Counties reserve the right to require higher insurance limits under any Contract. A 30-day notice in writing of cancellation or non-renewal of any insurance policy shall be furnished by certified mail to the purchasing office at the address indicated on this solicitation.

Version 5-20-25 (rev 7-15-25, 7-28-25)