

Request for Proposals
No. 106-2022
Development of County-Owned Property
22nd Avenue Government Complex



ISSUED: October 3, 2022
PROPOSALS DUE: December 15, 2022

Chris Lafferty, County Administrator
Lauderdale County Board of Supervisors Office
410 Constitution Avenue, 11th Floor
Meridian, MS 39301

Section 1 PROJECT SUMMARY

Lauderdale County Mississippi (“County”) and the Lauderdale County Economic Development District (“District”) are seeking development proposals (“Proposals”) from qualified firms (“Developers”) for the opportunity to purchase County-owned property at Parcel ID: 084191000000000100 as highlighted in the enclosed RFP for the purposes of redevelopment.

Because of its proximal location to the Downtown City of Meridian, Interstates 20/59, and the new County Government Complex, this property (“Site”) is an important site that offers unique mixed use, commercial, and possibly residential development opportunities. Currently, the property is zoned B4 – Regional Business District, which permits a variety of uses.

DEVELOPMENT VISION

The vision for the property’s development is still emerging and the County and District will look at Developer proposals and prioritize them according to job creation potential, benefits to the citizens, market demand, and highest economic and financial benefit to the County. The County will consider rezoning to maximize the economic, quality of life, and financial benefits. Note: all land use changes will require City of Meridian and other authorities having jurisdiction approval. The County is open to proposals that address one or both properties for rehabilitation or demolition and new construction.

ADVERTISEMENT FOR BIDS

The Lauderdale County Board of Supervisors, to include in its capacity as the Board of Trustees of the Lauderdale County Economic District (hereinafter collectively referred to as “the County”), will receive sealed proposals at the office of Lauderdale County Administrator, Chris Lafferty, 410 Constitution Avenue, 11th Floor, Meridian, MS 39301 until 12:00 Noon CST on December 15, 2022 for the following:

**Proposals to Develop County-Owned Property
at the 22nd Avenue Government Complex, Meridian, MS, 39301,
consisting of approximately 22.15 acres, more or less.**

Request of a complete copy of the Request for Proposal and any project specific questions shall be directed to:

Chris Lafferty, County Administrator
Lauderdale County Board of Supervisors Office
410 Constitution Avenue, 11th Floor
Meridian, MS 39301
clafferty@lauderdalecounty.org
601-482-9751

The Request for Proposal may also be obtained from the County’s website at <https://lauderdalecounty.org/Bids/>

At stated time above, proposals shall be opened publicly and taken under advisement for further evaluation. One original (bound) and seven (7) copies of the proposal along with an electronic copy shall be submitted.

Proposals shall be good for a period not less than sixty days (60) after opening. The County reserves the right to accept or reject any and all bids and waive informalities.

A Pre-Bid Conference may be scheduled later. Site visits may be made on a as requested basis.

Advertise:

October 11, 2022

October 18, 2022

October 25, 2022

Section 2 PROJECT INTRODUCTION

COMMUNITY OVERVIEW

Lauderdale County – one of Mississippi’s most interesting and prosperous counties. Rich in culture and “southern hospitality”, Lauderdale offers great opportunities for businesses to thrive, and a lifestyle that is both modern and relaxed. It is located on the eastern border of the State of Mississippi, bordering Alabama.

Lauderdale County has a rich history. Formed under Second Constitution (1832-1869) – December 23, 1833 Lauderdale County, an original county of the Choctaw Cession of 1830, was the third of the sixteen counties created by the act of December 23, 1833.

Lauderdale County, as recited in the establishing act, was named “in memory of Col. James Lauderdale, who fell in battle at New Orleans”. James Lauderdale, of Tennessee, a member of John Coffee’s mounted brigade, was wounded in the battle of Talladega during the Creek Wars and was killed in the night attack on the British below New Orleans on December 23, 1814. The counties of Lauderdale in Alabama and Tennessee also were named for him.

Marion undoubtedly was named for General Francis Marion, for whom Marion County had been named in 1811. The earliest county seat was located at Marion until 1866. In 1866 to 1870, the county seat was located at Marion Station. Marion Station derived its name from the town of Marion. In 1870, the county seat was moved to Meridian, and so remains.

Meridian had its beginnings in a rivalry between two railroad men, whose respective choices for the name of the town were Ragsdale City and Sowashee. The name Meridian eventually emerged as a compromise choice.

SITE OVERVIEW

The County-owned Site consists of two lots that offer a combined 22.15 acres, see Appendix A for additional property information

- Lot 1 is approximately 4.75 acres located on the right-hand side of the boulevard while approaching the future Lauderdale County Courthouse from 22nd Avenue. This parcel includes over 200 linear feet of 22nd avenue road frontage, which is being renovated and considered the gateway to Downtown Meridian area.
- Lot 2 is approximately 17.4 acres located on the left-hand side of the boulevard while approaching the future Lauderdale County Courthouse. This parcel has potential access to the North Frontage Road and Donald Avenue.
- Located one block North of Interstates 20/59

- Shares property borders with City of Meridian Police Station, Lauderdale County Courthouse and Sheriff's Office, Meridian Housing Authority, Wendy's, Marathon gas station, and Queen City Deals.
- Acreage was the previous location of Village Fair Mall. The old mall has been demolished and removed. The soil conditions and quantity of remaining debris are unknown and would be the responsibility of the developer.

Although important and valuable property, the Site is not needed for governmental or its related purposes and is not intended to be used in the operation of the County. Further, the sale of the property to the highest bidder simply upon the receipt of sealed bids is not necessary or desirable for the financial welfare of the County. Rather the intended use of the property as described in this RFP will promote and foster the development and improvement of the County and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.

GENERAL PROJECT COMMENTS / STANDARD CONDITIONS OF APPROVAL

The intended outcome of this Request for Proposal ("RFP") process is to develop an Economic Development Agreement ("EDA") that will establish terms and conditions, and further define the scope, design, use, and development of the Project upon which the selected Developer can purchase or lease the referenced property and develop the preferred project on the County Parcels.

During the RFP period, Developers and their employees, agents or representatives, shall have the right of reasonable access to the County's Parcels during normal business hours for the purposes of inspecting the County parcels, and otherwise conducting due diligence to ensure that the County parcels are suitable for Developer's intended use. Notwithstanding anything else in this Request for Proposal, Developer shall defend, indemnify, and hold the County, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the County or its officers, agents or employees.

Section 3: SCOPE OF DEVELOPMENT

To evaluate the alternatives and select the appropriate Developer, the County is requesting development proposals that will help the County finalize its vision and move ahead with property disposition and development. Proposals should respond to the following items:

1. Developer Information
 - a. History / Background of Company
 - b. Developers understanding of the Community and County
 - c. Firm/Team Statement of Qualifications
 - d. Resumes with related expertise of the Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
2. Description of the Developer's proposed project(s):
 - a. Size in acres and/or approximate square footage of building space
 - b. Type of use(s) planned (e.g. commercial, residential, office, or a mixed-use combination)
 - c. Conceptual design and rendering
 - d. Approximate developer investment in project

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- Proposed offer price to purchase and/or lease the Site to include earnest money deposit amount and proposed terms. If public participation is anticipated, propose the public investment structure, and amount and provide financial analysis to demonstrate why such participation is necessary.
 - Analysis of the proposed job creation potential, market demand, and the economic and financial benefits of various potential uses proposed for the Site.
 - e. Approximate developer schedule for the project, including predevelopment analysis, entitlement review, and construction.
 - f. A narrative description that expresses the firm / team's understanding of the project and vision for development. The narrative should reflect the respondent's development design intent, strategy, and implementation expertise, and understanding of the scope of work
 - g. Description of the Developer's experience developing the proposed type of project elsewhere: (Up to 3 other projects)
 - Name and location of project(s)
 - Description of other project(s)
 - Completion date of project(s)
 - Experience in dealing with other City or County projects and/or have experience in purchasing government property for private development
 3. Explanation of the role the Developer's organization will play in the proposed project and a list of other partners and their roles (if any).
 4. The proposed general timeframe for the development of the proposed project. If multiple components or phases are planned, include a list of all.
 5. Description of the benefit(s) your proposed project brings to the County including:
 - Land sale and/or lease price
 - Projected property tax for the facility
 - Projected sales tax and other revenues from the project (if applicable)
 - Projected number of direct and indirect jobs
 - Other benefits to the County
 6. Standard statements:
 - A statement that this RFP shall be incorporated in its entirety as a part of the Developer's proposal.
 - A statement that this RFP and the Developer's proposal will jointly become part of the "Economic Development Agreement" ("EDA") agreement for this project when the EDA is fully executed by the Developer and the County of Lauderdale.,
 - A single and separate section "EXCEPTIONS TO THE COUNTY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of any/all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Developer's proposal is contingent and which shall take precedent over this RFP,
 - A statement that the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - Disclosure and evidence of financial stability
 - Disclosure of any potential conflicts of interest that could be relevant

to this project in any manner.

- Disclosure of any projects/financing on which the team or any of its members has defaulted.
- Disclosure of whether the developer or any officer, director, or owner thereof has had judgments entered against it, him or her within the past 10 years for breach of contracts for governmental or nongovernmental construction and/or development.
- Disclosure of whether the developer has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body.
- Disclosure of whether any officer, director, owner, project manager, procurement manager, or chief financial official thereof has been convicted within the past 10 years of a crime related to financial fraud or to governmental or nongovernmental construction or contracting.
- Disclosure of whether any officer, director, or owner is currently debarred from bidding or contracting, pursuant to an established debarment procedure, by any public body, agency of any state, or agency of the federal government.
- Other evidence of financial stability of developer (can be submitted under confidential cover as detailed in "Submission Process").

The County will not be liable for any expenses incurred by Developers responding to this solicitation. All material submitted will be kept by the County.

Section 4: TIMELINES

Release Request for Proposal	October 3, 2022
Advertisement No. 1	October 11, 2022
Advertisement No. 2	October 18, 2022
Advertisement No. 3	October 25, 2022
Deadline for Requests for Information/Inquiries	December 2, 2022
Deadline for Submittal of Proposals	December 15, 2022 12:00 Noon CST
Evaluation of Submission by County	TBD

Section 5: INQUIRIES

Please direct all inquiries concerning this RFP to:

Lauderdale County Board of Supervisors Mississippi
Attn: Chris Lafferty
410 Constitution Avenue
Meridian, MS 39301
Telephone: 601-482-9751
Email: clafferty@lauderdalecounty.org

Section 6: DEVELOPER'S RESPONSIBILITIES

Following Developer selection and execution of a Memorandum of Understanding, Developer shall proceed with detailed due diligence, pre-development, and entitlement activities while working with County to negotiate an Economic Development Agreement that will include a Purchase and/or Lease Agreement for the property.

The County anticipates that the general scope of the successful Developer team's responsibilities would include, but not be limited to:

ENTITLEMENTS

The Developer shall be responsible for all aspects of the Project including pre-development planning, environmental review and design. The selected Developer shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed Project.

PREDEVELOPMENT COSTS

The selected Developer shall bear all predevelopment costs relating to this project. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the County.

LEGISLATIVE ACTION

County and Developer acknowledge that the County must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the County Parcels. Developer selection does not restrict the legislative authority of the County in any manner whatsoever and does not obligate the County to enter into the Economic Development Agreement or to take any course of action with respect to the Project.

FINANCING

The Developer shall be responsible for providing funding for the Project, whether it be in the form of debt financing, equity, tax credits or a combination of these methods. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the County.

CONSTRUCTION

The Developer shall be responsible for demolition, construction and commissioning of the Project including obtaining all permits, fees, and approvals necessary for construction of the Project.

Section 7: PROPOSAL INSTRUCTIONS

A complete, concise and professional response to this RFP will enable the County to identify the Developer who will provide the highest benefit to the County and will be indicative of the level of the Developer's experience and commitment to the proposed project. Proposals must demonstrate that the approach, design, and financing plan for the proposed project will allow the project's successful development and delivery.

One original (bound) and seven (7) copies of the proposal along with an electronic copy shall be submitted. A redacted copy shall be provided for any confidential or proprietary information deemed protected by Mississippi law.

Sealed hard copies of proposals shall be delivered to the Lauderdale County Board of Supervisors. Proposals shall be clearly marked with the RFP and company name and description on the outside of the package.

Attn: Chris Lafferty
410 Constitution Avenue
Meridian, MS 39301
Telephone: 601-482-9751
Email: clafferty@lauderdalecounty.org

The following minimum information should be provided in each proposal and shall be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be **no more than thirty (30)** pages. Proposals shall include the following items:

- Detailed completion or response of Items 1 thru 6 in **Section 3: Scope of Development** which shall include the following:

EVALUATION CRITERIA

Proposals will be judged according to the following criteria:

- Economic and financial benefit to the County
- Job creation
- Private investment
- Developer experience and ability to carry out the project within the proposed timeline.
- Overall fit with County's/communities existing facilities, amenities, needs.

Section 8: STANDARD TERMS AND CONDITIONS

The County has the sole authority to select a Developer for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Developer of the conditions contained in this Request for Proposals, unless clearly and specifically noted.

The County will not pay for any information requested, nor is it liable for any costs incurred by the Developers in preparing and submitting proposals.

DEVELOPER INDEMNIFICATION

Developer shall indemnify, defend and hold the County, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Developer's performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Developer is not covered under the County's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Developer shall be fully responsible for such coverage. Developer's obligation to indemnify shall survive expiration or termination of this RFP and shall not be restricted to insurance proceeds, if any, received by the County and their officers, agents and employees.

INTELLECTUAL PROPERTY

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole property of the County unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developer in performance of this proposal. The County and the Developer agree that to the extent permitted by law, until final approval by the County, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

PUBLIC RECORD

Proposals received will become the property of the County. All responses are subject to public disclosure under Mississippi Public Records Law. The County of Lauderdale recognizes that respondents must submit financial information that it may deem confidential and proprietary to comply with the requirements of this solicitation. To the extent permissible by law, the County agrees to keep confidential any confidential proprietary information included in a response, provided that (1) the respondent identifies the confidential proprietary portions of the response, (2) the respondent identifies as confidential and proprietary only those portions of the submittal that are confidential and proprietary, and (3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public. (4) Respondent provides a redacted copy of the proposal covering any confidential and proprietary information.

ASSIGNMENT

Developer selection includes consideration of the merits of the firm / team. Assignment of the proposal is discouraged, and the County reserves the right to cancel the contract if the contract is assigned without County's written consent.

RFP ADDENDA

The County may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Developer's responsibility to understand and comply with any addenda to this solicitation. Addenda may be posted on the County's website and sent to Developers that have obtained an official copy of the RFP from the County Administrator.

Chris Lafferty, County Administrator
Lauderdale County Board of Supervisors Office
410 Constitution Avenue, 11th Floor
Meridian, MS 39301

Appendix A (Proximity Maps)



