



CITY OF MIDDLETOWN

Request for Developer Qualifications

March 17, 2022



REDEVELOPMENT OF OPPORTUNITY ZONE SITES

60 Dingwall Drive

222 Main Street

195 deKoven Drive

City of Middletown, Due: Tuesday, May 10, 2022 by 3:00PM



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REQUEST FOR QUALIFICATION STATEMENT

CITY OF MIDDLETOWN, CONNECTICUT

Qualification Statements, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until Tuesday, May 10, 2022 at 3:00 P.M. for the following:

RFQ #2022-002

**Request for Developer Qualifications
Opportunity Zone Sites – 60 Dingwall Drive,
222 Main Street & 195 DeKoven Drive**

The City of Middletown is accepting qualification statements from developers for purchasing and developing a 1.5-acre City-owned parcel at 60 Dingwall Drive and the potential of two adjacent sites including the parking lot of 222 Main Street, which is currently occupied by the Middletown Police Department (City Property) and a 1-acre site (195 DeKoven Drive), which is owned by ATD Realty LLC.

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. It is preferred that they are downloaded free of charge on the City of Middletown web site: www.middletownct.gov. All questions concerning this RFQ should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov

All proposals shall be submitted in the order stipulated in the RFQ on the designated forms marked and sealed in an envelope using the bid return label provided. All proposals must be received by Supervisor of Purchases, Room 112, City of Middletown, 245 DeKoven Dr., Middletown CT 06457 no later than the date and time specified. Responses received after this date will not be considered.

A Pre-Bid conference will be held on Wednesday, March 30, 2022, at 10:00 am Middletown Arcade Lot, 60 Dingwell Drive, Middletown, CT following all CDC recommendations. Interested bidders that do not follow these recommendations will be asked to leave. Bidders are strongly encouraged to attend this meeting in person or by a representative.

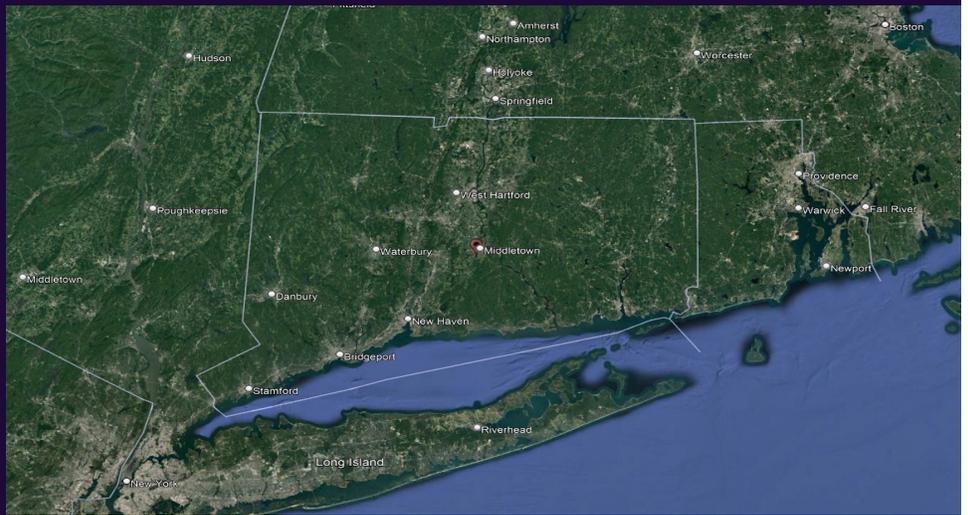
The City of Middletown reserves the right to waive any defect or any irregularity in any RFQ and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to proposals or withdrawals of proposals received after the time set for receipt of the proposals shall not be considered.

All contractors submitting qualifications are subject to and must comply with the equal opportunity and nondiscriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown and meet all City, State and Federal affirmative action and equal employment opportunity practices.

Dated: 03/17/2022
Middletown, Connecticut

Donna L. Formato, CPPB, NIGP-CPP
Supervisor of Purchases

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PROJECT OVERVIEW

Overview

The City of Middletown (“The City”) is seeking qualified developers for redeveloping 60 Dingwall Drive, 222 Main Street and, potentially, a contiguous site located at 195 DeKoven Drive, Middletown. These sites are approximately 1.5 acres, 1.0 acres and 1.0 acres respectively. They have scenic and panoramic views of the Connecticut River in both the northern and southern directions. Each parcel is in the City’s federally designated Opportunity Zone and are in the heart of Middletown’s thriving downtown.

The selected developer will first enter into a developer agreement and/or Memorandum of Understanding (MOU) with the City. City staff will work with the developer to plan the project, complete its due diligence and develop a final design. The parties will enter into an agreement to purchase the City’s site(s) and construct a commercial project which could comprise residential, commercial, retail office and public space. The developer may include the private site in the project, room for municipal offices and/or the Russell Library.

The City’s Opportunity Zones offer developers a low-risk project due to the City’s extremely economically vibrant and historically iconic downtown, close affiliation with Wesleyan University and major employers including Pratt and Whitney, Middlesex Health and the Community Health Center. This site can become the key connection between the City’s Urban Commercial Center and the future riverfront development that is slated to be complete in the coming years.



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Middletown's classic New England downtown is the heart of the City where visitors and residents enjoy more than 60 restaurants, dozens of retailers and entertainment venues. It is walkable to Wesleyan University, major employers Middlesex Health hospital and the Community Health Center and multiple engineering and legal firms, among others. The downtown has a vibrant mix of uses including, but not limited to retail, restaurants, services, professional offices, and residential units. It has a catchment area of more than 30 miles according to cell phone tracking data.

Middletown's employers bring in more than 10,000 workers daily from a regional employment base of more than 800,000 residents living in a 10-15 mile radius around the Downtown.

The City is investing in its riverfront, with more than \$60 Million already invested in decommissioning the riverfront wastewater treatment facility and increased and improved public infrastructure along the City's existing park. It is in the middle of a process to develop a master plan for the riverfront that will extend Harbor Park south along the river. The final plan is due in May - June 2022.



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Objective

The City is seeking a public-private partnership to construct an iconic development which will bring people and business to downtown, provide places for people to live and work and become a regional attraction. The City is looking for creative ideas including, but not limited to:

- Developing the site for mixed uses including housing, offices, shopping, entertainment .
- A project which will provide the public with a place where it can gather and enjoy the River. Access to the river should be considered.
- A building(s) which will fit in to the context of the City's vibrant and historic downtown in both scale and design.

The Sites

The targeted site is 60 Dingwall Drive, owed by the City. The site sits in the heart of Middletown's classic New England downtown with its 60+ restaurants, 50+ retailers and service providers and mix of apartments and offices.

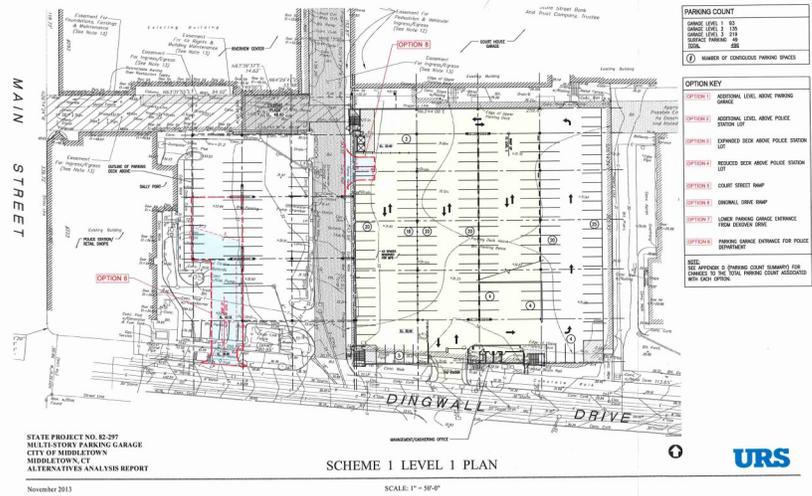
The site at 60 Dingwall Drive is currently a surface parking lot used by both City employees and the public. In 2018, the City tore down the 2-story garage which stood there since the 1960s. We have completed some environmental studies (see below).

The site at 222 Main Street is also owned by the City. The building is split between a restaurant and the Middletown Police Department (MPD). MPD parks its department and personal vehicles on the nearly 1-acre lot which is behind the building and contiguous to 60 Dingwall Drive. The City is planning to construct a public parking lot on this site. However, this site may still be included in the proposals.

ATD Properties, LLC owns the 0.9-acre on 195 DeKoven Drive. It operates an auto related business which up-fits cars with new technology, amenities and the like. This site faces the River and opens up vistas to it for the main site. The owner has entertained offers for purchase and development, which have fallen through because of a lack of comprehensive design for the property.

Taken together, the three sites comprise nearly 3.5 acres which overlook the Connecticut River in both directions and provides access to both Middletown's classic downtown and its Riverfront via Harbor Park.

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Infrastructure and Parking

The sites have complete utilities, being served by Eversource Electric and Gas, and the Middletown Water and Sewer Division. These facilities should be adequate to support the proposed development, but the selected developer will be expected to conduct its own due diligence. Middletown has committed \$20 million of bond funding to construct a new public parking garage, most likely at 222 Main Street to serve the public, Police Department, and the new development.

Development Guidelines

The City is looking for this site(s) to be developed within the regulations of the City's B-1 Zone. This zone is a broad, downtown business district zone which allows, by right, most typical downtown uses. We are seeking a development firm which has the talent, creative skill and financial capability to finance, design and successfully construct a project which will maximize the use on the site, fit into the City's iconic downtown and attract people and businesses.



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SELECTED DEVELOPER'S RESPONSIBILITIES

This section describes in general the anticipated responsibilities of the selected preferred developer in the redevelopment of 60 Dingwall Drive and/or 222 Main Street and/or 195 DeKoven Drive. Following the selection of the developer, these responsibilities will be more specifically defined and detailed in a development agreement to be negotiated between the City and the selected developer.

The selected developer will (at a minimum):

Negotiate with the City and present a developer agreement and/or MOU within 45 days of selection. The developer agreement will define a process that will subsequently lead, subject to terms, conditions and approvals, to executing a purchase and sale agreement for the City's property(s). Extensions may be granted upon mutually agreed upon terms.

Solicit public input from the community regarding ideas and concerns for the development.

Submit a plan for the project in coordination with the City's departments which have cognizance over developments, building and construction.

Initiate a marketing effort to seek project tenants.

Secure financing sources for the entire project.

Respondents (and related entities) are expected to be current with any taxes, fees or other funds owed to the City of Middletown.

The evaluation of submittals in response to this RFQ does not constitute any form of commitment from the City of Middletown. It is anticipated that each submittal will be evaluated based on the information submitted plus any other independent information developed by the City. Middletown reserves the right to request clarification or additional information from a respondent if necessary.

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RFQ SUBMISSION REQUIREMENTS AND SCHEDULE

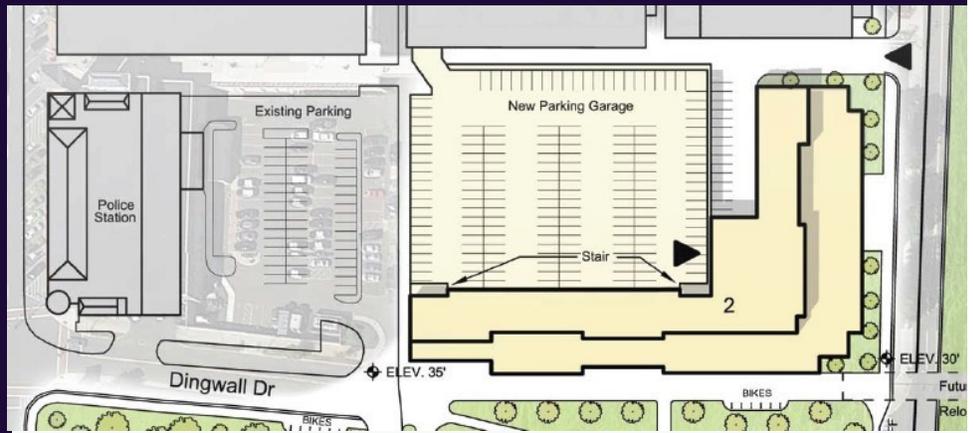
Submission Requirements

The City intends to select a developer based on review and evaluation of the information submitted in response to this RFQ and interviews with both the developer and references the developer submits. The City is not seeking a detailed redevelopment program and financial plan at this time. Rather, the City seeks a development concept and information concerning the respondent firms' accomplishments, capabilities, and experience. Respondents should place the required information in a three-ring binder and label and tab each one of the sections for easy and consistent reference.

Each Statement of Qualifications should be organized in the following order:

1. **Title page.** The title page should show the respondent's name, RFQ title, and date of submittal.
2. **Letter of introduction.** The respondent must send a one-page letter which includes the name, address, and statement of whether the respondent is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter must indicate the name of the person(s) authorized to make representations and sign for the respondent and his or her, email address, physical address, cell phone number and landline number, if any. The person authorized to represent the proposal should sign the letter.
3. **Project approach.** Briefly describe, in general, the respondent's approach to the design, finance, construction and management of projects similar to Middletown's. Include a discussion of the developer's expectations regarding public financial assistance and of how the developer will interact with the City throughout the development process.
4. **Relevant project experience.** Provide previous project details that include scope, building use(s), cost, financing, including any public investment and geographic location for each project completed. Identify finance and development partners for each one. Also, describe the role the respondent performed in the development partnership. Emphasis should be placed on experience and involvement in relevant redevelopment projects.
5. **History of respondent and key team members.** Identify the legal entity that will serve as the principal in the proposed redevelopment, and provide a brief history of that entity and the parent company, if applicable. Provide resumes of the key individuals who will be responsible for managing the project. Describe the level of commitment for each member of the development team. Also, describe any litigation in which the respondent or a major team member was/is a defendant (past 5 years or pending) or any bankruptcy filing by them or any entity they controlled (minimum 10 years).

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6. **Financing capability.** Provide credible current information regarding the respondent's capacity to secure private capital and financing sufficient to complete the proposed project in a timely basis.
7. **Project marketing and management expertise.** Provide examples of the respondent's marketing plans for completed projects and on-going management of projects of similar character, size and complexity to the Middletown project.
8. **References.** Provide financial and development references (name, title, entity, telephone numbers, and contractual relationship to respondent) who can be contacted at this time with respect to current and past project development experience. These should include at least two banking references and 2 – 4 senior public officials who were intimately involved with completed projects. Before final selection additional financial information may be required.
9. **Concept plan.** Prepare a detailed concept plan and a discussion of the planned use of the property.
10. **Price.** The proposal should state what the developer's considerations are when negotiating the price of the City's lots.
11. **Contingencies.** State the contingencies of the offer including any financing and due diligence contingencies.
12. **Project Schedule.** Provide a schedule from the time of entering into initial agreement with the City to projected completion date.
13. **Submit ten (10) complete hard copies and one (1) Electronic copy on USB storage of RFQ submittal.**

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City Lots:

- 1) [1.5 acres located at 60 Dingwall Drive, surface parking lot](#)
- 2) [1 acre located at 222 Main St., parking lot for the Police Department](#)

Private Lot: [1.0 acres located at 195 DeKoven Drive, auto up-fitter](#)

Zoning: B-1 Downtown – allows retail, restaurant, residential, office and mixed-use by right

Amenities: The site is walkable to restaurants, shops, apartments, entertainment venues and major Employers:

- Wesleyan University - 3,500 + students and staff
- Middlesex Health - 2,800+ hospital staff
- Community Health Center HQ - 200+ staff.

It is a block to the entrance of Harbor Park on the river.

Current Use: The City's sites are parking lots for our employees, the Police department and the public. A company which installs premium automotive accessories occupies the private site. The owner has entertained offers in the past.

Reports: The City has completed environmental reports on the site. We share these reports with potential developers.

[A recent residential market assessment showed a pent-up demand for 400 residential units.](#)

[This is a concept redevelopment plan for the site and adjoining properties.](#)

[The City commissioned a concept design in 2014 for expanding Harbor Park past downtown.](#)

[City's Comprehensive Master Riverfront Plan \(under development\)](#)

Staff has developed local and regional economic and development Census data which is available on demand.

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Incentives: The City has a full range of incentives that insure the right developer can make a proper ROI while the City's tax payers get a return on their investment.

Here is the link to [Middletown's Business Incentive Policy](#).

Partners: The City has a full partner in the [Middlesex County Chamber of Commerce](#), the State's largest at nearly 2,200 members. Together we insure a smooth transition to the City. Other partners include Wesleyan University, Middlesex Community College, Liberty Bank, Middlesex Health, Pratt & Whitney Aircraft and a host of non-profits and neighborhood groups.

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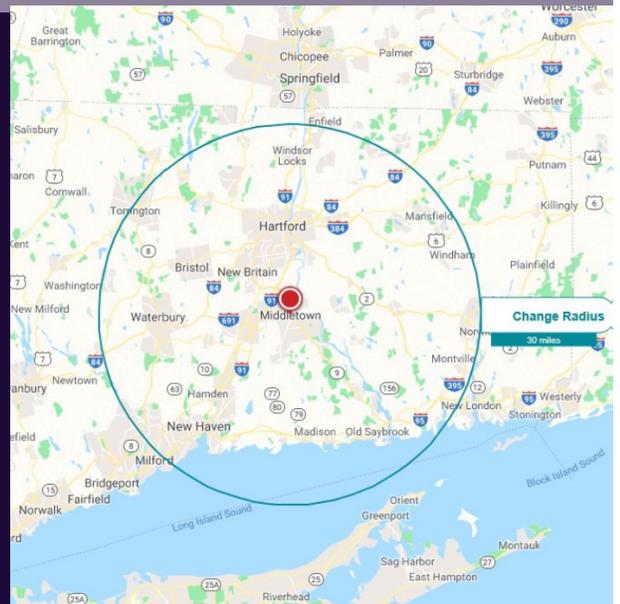


PROCESS

The chosen developer is expected to present preliminary plans and drawings at multiple public forums, meetings either in person or via video conference before submitting the appropriate permit applications. The City expects the developer to seriously consider the public's ideas and input when designing the final project. The City's land use processes are swift, certain and smart. The Planning and Zoning Commission meets twice monthly while all other land use commissions meet monthly. Staff will work with the chosen developer upfront to insure the project receives swift approval from all departments and commissions and receives a timely vote from the Common Council.

The approval process, given there are no complications, can be completed in one to two months. The Common Council meets on the first Monday of the month following the process. The City and developer finalize and execute the contract after the Common Council approval.

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CITY OF MIDDLETOWN PROFILE

30-Mile Commute: 908,000 Jobs

Major Employers

Pratt & Whitney Aircraft:	3,600+ employees
Middlesex Health:	3,200+ employees*
Wesleyan University:	3,500+ staff and students*
Middlesex Community College:	3,000+ staff and students
Community Health Center:	300+ employees*
12 Engineering Firms:	500+ employees
Downtown: 120 restaurants, retailers:	1,000+ employees*
Liberty Bank:	600+ employees
FedEx Ground	700+ employees

(* Indicates walkable to the site)

10 Mile Radius Data

Total Population:	273,071
Average Household Income:	\$104,420
Labor Force:	135,393
College Educated:	83,192
Business Establishments:	12,219
Consumer Expenditures:	\$2.5 Billion

(Source: CERC, 2018-19)

This is the link to Middletown's Town Profile

<https://s3-us-west-2.amazonaws.com/cerc-pdfs/2021/Middletown.pdf>

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Current Population

Middletown, Connecticut

46,511

General

ACS, 2015–2019

	Middletown	State
Land Area <i>mi</i> ²	41	4,842
Population Density <i>people per mi</i> ²	1,134	738
Number of Households	19,294	1,370,746
Median Age	37.0	41.0
Median Household Income	\$65,572	\$78,444
Poverty Rate	12%	10%

Economy

Top Industries

CT Department of Labor, 2019

	Employment	Employers	Av. Wages
1 Health Care & Social Assistance	6,838	182	\$59,795
2 Manufacturing	4,577	59	\$104,319
3 State Government	2,862	22	\$84,091
4 Retail Trade	1,672	126	\$37,480
5 Local Government	1,547	20	\$57,085
All Industries	28,112	1,409	\$68,170

SOTS Business Registrations

Secretary of the State, June 2021

Total Active Businesses 4,030

New Business Registrations by Year

2001	187	2006	261	2011	216	2016	236
2002	300	2007	246	2012	211	2017	228
2003	236	2008	228	2013	206	2018	261
2004	216	2009	212	2014	254	2019	296
2005	217	2010	214	2015	242	2020	350

Key Employers

Data from municipalities, 2021

- 1 Pratt & Whitney
- 2 Fedex Ground
- 3 Middlesex Health
- 4 Connecticut Valley Hospital
- 5 Community Health Center

Schools

CT Department of Education, 2020-21

School Districts

	Available Grades	Total Enrollment	Pre-K Enrollment	4-Year Grad Rate (2018-19)
Middletown School District	PK-12	4,409	98	92%
Statewide	-	513,079	15,300	88%

Demographics

ACS, 2015–2019

Age Distribution

Age Group	Middletown	State
Under 10	4,067 (9%)	11%
10 to 19	5,966 (13%)	13%
20 to 29	8,523 (18%)	13%
30 to 39	5,861 (13%)	12%
40 to 49	5,682 (12%)	13%
50 to 59	6,478 (14%)	15%
60 to 69	4,999 (11%)	12%
70 to 79	2,940 (6%)	7%
80 and over	1,995 (4%)	5%

Race and Ethnicity

Race/Ethnicity	Middletown	State
Asian <i>Non-Hispanic (NH)</i>	6%	4%
Black <i>NH</i>	13%	10%
Hispanic or Latino/a <i>Of any race</i>	11%	16%
White <i>NH</i>	67%	67%
Other <i>NH, incl. American Indian, Alaska Native, Native Hawaiian or Pacific Islander</i>	3%	3%

Language Spoken at Home

Language	Middletown	State
English	78	82%
Spanish	7	12%

Educational Attainment

Education Level	Middletown	State
High School Diploma Only	27	29%
Associate Degree	8	8%
Bachelor's Degree	20	22%
Master's Degree or Higher	17	17%

Housing

ACS, 2015–2019

	Middletown	State
Median Home Value	\$231,300	\$275,400
Median Rent	\$1,133	\$1,180
Housing Units	21,241	1,516,629

Housing Type	Middletown	State
Owner-Occupied	53	66%
Detached or Semi-Detached	48	64%
Vacant	9	10%

Smarter Balanced Assessments

Met or exceeded expectations, 2018/19

	Math	ELA
Middletown School District	40%	51%
Statewide	48%	56%

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Labor Force

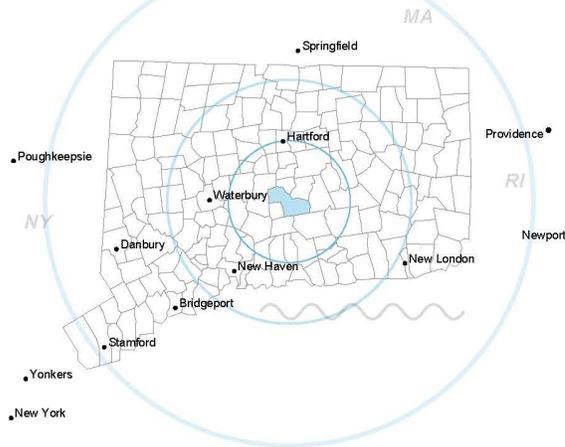
CT Department of Labor, 2020

	Middletown	State
Employed	24,022	1,724,621
Unemployed	1,889	148,010

	Middletown	State
Unemployment Rate	7.8%	8.6%
Self-Employment Rate*	6.1%	10.0%

*ACS, 2015-2019

Catchment Areas of 15mi, 30mi, and 60mi



Access

ACS, 2015-2019

	Middletown	State
Mean Commute Time <i>Pre-Covid</i>	21 min	26 min
No Access to a Car	9.1%	10.0%
No Internet Access	12.1%	16.0%

Commute Mode

	Middletown	State
Public Transport	2.1%	5.0%
Walking or Cycling	3.1%	7.0%
Driving	84.1%	86.0%
Working From Home <i>Pre-Covid</i>	5.1%	5.0%

Public Transit

CT <i>transit</i> Service	Express
Other Public Bus Operations	Middletown Transit District (MAT)
Train Service	-

Fiscal Indicators

CT Office of Policy and Management, SFY 2017-18

Municipal Revenue

Total Revenue	\$170,215,000
Property Tax Revenue	\$111,962,000
<i>per capita</i>	\$2,645
<i>per capita, as % of state av.</i>	87%
Intergovernmental Revenue	\$46,771,000
Revenue to Expenditure Ratio	111%

Boston*

Municipal Expenditure

Total Expenditure	\$153,142,000
Educational	\$95,986,000
Other	\$57,156,000

Grand List

Equalized Net Grand List	\$5,073,575,970
<i>per capita</i>	\$109,946
<i>per capita, as % of state av.</i>	72%
Comm./Indust. Share of Net Grand List	20%

Actual Mill Rate	33.90
Equalized Mill Rate	24.06

Municipal Debt

Moody's Rating	Aa2
Total Indebtness	\$103,058,000
<i>per capita</i>	\$2,233
<i>per capita, as % of state av.</i>	87%
<i>as percent of expenditures</i>	67%
Annual Debt Service	\$18,115,000
<i>as % of expenditures</i>	12%



Search AdvanceCT's **SiteFinder**, Connecticut's most comprehensive online database of available commercial properties. ctdata.org/sitefinder

About Town Profiles

The Connecticut Town Profiles are two-page reports of demographic and economic information for each of Connecticut's 169 municipalities. Reports for 2016-2019 are available from profiles.ctdata.org.

Feedback is welcome, and should be directed to info@ctdata.org.

These Profiles can be used free of charge by external organizations, as long as *AdvanceCT* and *CTData Collaborative* are cited. No representation or warranties, expressed or implied, are given regarding the accuracy of this information.

GENERAL TERMS AND CONDITIONS

Any prospective Respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the request for PROPOSALS.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
4. Oral Agreements - Any alleged oral agreement or arrangement made by the Proposer with any agency or employee will be superseded by the written agreement.
5. Amending or Canceling Requests - The City of Middletown reserves the right to amend or cancel this RFP, prior to the due date and time, if it chooses to do so for any reason.
6. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the Proposer which is in default of any prior contract or for misrepresentation.
7. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
8. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
9. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
10. Collusion - By responding, the Proposer implicitly states that the proposal is not made in connection with any competing entity submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the Proposer's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
11. Contract Requirements - A formal contractual arrangement will be entered into with the Proposer selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
12. Rights Reserved to the City of Middletown - It is the intent of the City to award one (1) contract to the responsible Entity submitting the most qualified proposal. The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve the right to make award(s) based upon whatever is in the best interest of the City.
13. Partial Bids - Partial Bids will not be accepted.
14. Termination - If the Proposer fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Proposer's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to the Proposer of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. “

15. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is Thursday, April 21, 2022 by noon pm (EST). If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange an Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each Proposer to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda issued prior to submitting a proposal.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

16. Certificates of Insurance - The selected Proposer shall be required to provide appropriate Certificates of In-

surance as indicated in the Attachment "Insurance Requirements".

17. Withdrawal of Proposals - Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

18. Assigning, Transferring of Agreement - The successful Proposer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

19. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the Proposer in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

20. Time of Completion/Liquidated Damages -

The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Any contract awarded pursuant to this Bid Document shall be subject to a liquidated damages provision whereby the Parties recognize that time is of the essence with this project and that the City will suffer financial loss if the project is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the City.

The bidder agrees that all extensions made by the City shall be in writing or shall be deemed ineffective. The bidder also recognizes that the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the project is not completed on time. Accordingly, instead of requiring any such proof, the bidder agrees that as liquidated damages for delay (but not as a penalty) bidder shall pay the City four hundred dollars (\$400.00) for each day that expires after the time specified in this section for substantial completion, until the project is determined in good faith to be substantially complete by the City.

After substantial completion has been achieved, if bidder shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the City, the bidder shall pay the City four hundred dollars (\$400.00) for each day that such work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

22. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO)

23. A Pre-Bid conference will be held on Wednesday, March 30, 2022 at 10:00 am at Middletown Parking Arcade, 60 Dingwall Drive, Middletown, CT. We will be following all CDC COVID protocols. Interested bidders that do not follow these recommendations will be asked to leave. Bidders are strongly encouraged to attend this meeting in person or by representative.

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a), (b)(7), (d) (1), 46a-80(b), or -81(b)(c) of the Connecticut General Statutes. This provision is limited to the extent there is a bona fide occupational qualification or a superseding federal or state law. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16, 6/29/20)

NON-COLLUSIVE STATEMENT

All Respondents are required to sign a Non-Collusive Statement with all public proposals as follows:

1. The RFQ Statement has been arrived at by the Respondent, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other provider of materials, supplies, equipment, or services described in the Request for Qualifications, designed to limit independent bidding or competition; and
2. The contents of the RFQ have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent or its surety on any bond furnished with the RFQ, and will not be communicated to any person prior to the official opening of the RFQ.

Date

Signed

Company

Address

Telephone Number

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ Individual / Sole Proprietor

(Please Check One)

_____ Limited Liability Company

_____ Corporation

Contact Information

Contact Name: _____ Title: _____

Additional Contact: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

Website: _____

JOINT VENTURE

(To be completed for those firms submitting an RFQ as a joint venture assignment.)

Name of Organization: _____

Address of Local Office: _____

Address of Principal Office: _____

Name of Agent Submitting Proposal: _____

(May be contacted with questions)

Title: _____

Telephone Number: _____

Name / Title of Individual with Contractual Authority: _____

Type of Ownership: Corporation, Partnership, Etc.: _____

Nature of Firm's Principal Business: _____

Type of Firm - Architectural, Engineering, Environmental, Combination or Other:

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

APPENDIX B – Insurance Requirements

RFQ #2022-002

Request for Developer Qualifications
Opportunity Zone Sites – 60 Dingwall Drive,
222 Main Street & 195 DeKoven Drive

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

DEVELOPER shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Middletown as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Upon request the **DEVELOPER** shall provide a copy of the policy endorsement confirming the additional insured status.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all Carriers are subject to approval by the City of Middletown.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Auto Liability	Products/Completed Operations Aggregate	\$2,000,000
	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella/Excess Liability	Each Occurrence	\$3,000,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation & Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City of Middletown prior contract issuance. **DEVELOPER** agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City.

Any deviation from these requirements must be approved by the City of Middletown. The **DEVELOPER** must obtain Certificates of Insurance from all subcontractors and independent contractors before they are permitted to begin work.

Official Bid Documents Enclosed:

RFQ #2022-002 Request for Developer Qualifications Opportunity Zone Sites: 60 Dingwall Drive, 222 Main Street & 195 DeKoven Drive - DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

Return Date: TUESDAY, MAY 10, 2022 at 3:00 pm

City of Middletown Purchasing Department

Municipal Building Room 112

245 DeKoven Drive

Middletown, CT 06457



REDEVELOPMENT OF OPPORTUNITY ZONE SITES

Department of Economic and Community Development

245 deKoven Drive
Middletown, CT 06457

860-638-4840

www.middletownct.gov

