



Town of Minturn
PO Box 309
302 Pine St
Minturn, CO 81645
970-827-5645
www.minturn.org

Request for Qualifications Dowd Junction Site

Background

The Town of Minturn (Town) has the opportunity to acquire the Dowd Junction parcel (Parcel) from the United States Forest Service (FS). See accompanying maps. The parcel is located at the junction of I70 and US24 and is approximately 13.3 acres in size. The FS currently uses the site for offices and other administrative purposes. Due to the property's frontage on two major transportation corridors, it is uniquely positioned for commercial and hospitality uses.

The FS desires to sell the property and the Town has entered into discussions with the FS about a direct sale option. The FS desires to sell the Parcel soon, but at an unspecified date. The FS must commission an appraisal and the sale price must adhere to "The Uniform Appraisal Standards for Federal Land Acquisition". The Town has commissioned an appraisal under the same standards and determined the value to be \$8,167,000. The Town expects its appraisal to be relatively close to the final sales price, which ultimately is determined by the FS appraisal. The Town seeks a commercial development/financial partner for the development of the site.

The property is annexed to the Town and all land use proposals shall adhere to the applicable municipal codes and planning documents. A planned unit development will likely be processed to facilitate the transition of the property from a government facility to commercial and other public uses. All utilities except Minturn municipal water are on site. Each utility will need to be evaluated to determine its adequacy to serve the desired future uses.

The total site is approximately 13.3 acres. Approximately 1.7 acres of the parcel is between US 24 and the Eagle River and is planned to be dedicated to recreation/open space. Of the remaining 11.6 acres approximately 3—4 acres of wetland exist. No wetlands delineation has been performed to date. Any filling of wetlands is the responsibility of the applicant and must adhere to all applicable rules and regulations. Further, an area on the south side of the parcel will be used for public recreational access to Meadow Mountain public lands and parking/transit center.

Objectives

The town has determined the following uses are to be integrated into the site. Allocation of costs related to these uses will be the subject of agreements between the participating parties.

- Acquisition of the parcel in conjunction with a Developer partner and other potential funding partners.
- Commercial uses which take advantage of an interchange location in a mountain resort community and provide a high level of sales tax revenue.
- Jointly used parking facilities that provide parking for commercial and recreational users.
- Maintenance of historic recreational access to Meadow Mountain FS lands and providing sufficient parking in proximity to FS trails to facilitate public use.
- A Park and Ride facility (that may be owned and operated by Eagle County and/or other government partners).
- Preparation of the parcel for the proposed uses.
- Long-term housing on a secondary and limited basis as determined by a market analysis or feasibility study commissioned by the Town of Minturn and paid by the Developer.

Uses Not Acceptable

- Unacceptable uses include gas station/convenience stores, overly large parking structures, and any low sales tax producing commercial businesses (e.g., professional offices).

Commercial Partner

The town desires to partner with a commercial developer who has significant experience in siting mountain-themed, high sale tax generating retail businesses. Among the qualities desired by the town for an acceptable commercial partner are the following.

- Experience in partnering with local government to achieve desired ends. A track record of successful engagement with local officials and the public.
- Experience in putting into place high sales tax generating retail businesses acceptable to the town.
- Requisite financial capability to purchase the Dowd Junction property (including proof of financial resources).
- Ability to acquire and convey to the FS designated property on Chambers Ave. in Eagle, Colorado.

Potential Non-Commercial Partners

Eagle County has expressed interest in purchasing the lands adjacent to the river for open space and a portion of the 11.6-acre parcel for a park and ride / transit center use.

RFQ Time Schedule

- | | |
|--|-------------------|
| • Request for Qualifications available | March 7, 2019 |
| • Submittal deadline for proposals | April 2, 2019 |
| • Town evaluation of proposals | April 4-5, 2019 |
| • Interviews (if required) | April 8 & 9, 2019 |
| • Final selection | April 12, 2019 |

The town reserves the right to amend the schedule, as needed.

Questions and Submission

All questions about this RFQ shall be directed to Town Manager, Michelle Metteer: 970-827-5645 x8 or manager@minturn.org

Five (5) written copies of proposals for this RFQ shall be submitted.

If hand delivered:

Town of Minturn
Michelle Metteer,
Town Manager
302 Pine Street
Minturn, CO 81645

If delivered by US Mail:

Town of Minturn
Michelle Metteer, Town Manager
P.O. Box 309
Minturn, CO 81645

Qualifications to Be Delivered

For proper comparison and evaluation, the Town requests that proposals be formatted as directed. Respondents are required to indicate their interest in this Project, show their specific experience and address their capability to perform the objectives and a timeframe for implementation. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H**.

- A. Cover Letter:** Cover letter shall be provided which explains the Developer's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Developer's principal contact person with the Town and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Developer agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a partnership participant with the Town and include prior experience in similar projects. Specific emphasis shall be given to describe the Developer's capacity to fulfil the qualities of a commercial partner as described above. Proposers shall include information on any of their projects which represent successful commercial developments.

Proposers shall own or have an option to acquire Lot C-14 of the Eagle Valley Commercial Park, Eagle CO, otherwise known as the "Carpenters' Union Building."

- C. Strategy and Implementation Plan:** Describe the proposed strategy and/or plan for achieving the objectives of this RFQ. The Developer may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the objectives of the parcel. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFQ objectives are accomplished. **Include a description of the proposed development, intended uses, and a detailed schedule identifying the**

anticipated timing of the development of the project, and an estimate of time commitments from Owner staff.

- D. Conceptual Site Plan:** Provide a bubble diagram of use of the site for the intended purposes.
- E. References:** A minimum of three (3) references with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. Property Purchase Price:** Provide your proposed purchase price for the Property.
- G. Financial Statements:** Developer shall provide a statement of financial capacity. Town may require said statement to be prepared by a certified public accountant. The statement shall demonstrate that the Developer possesses adequate financial ability and stability to enable the Developer to fulfill their obligations under the terms of this RFQ. If requested by the Developer, such information shall be treated as confidential by the Town. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- H. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- I. Confidential Material:** All materials submitted in response to this RFQ shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

Evaluation Criteria

- A. Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- B. Intent:** Only Developers who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be performed in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFQ
- Understanding of the project and the objectives
- Experience/Required Skills
- Strategy & Implementation Plan
- Demonstrated capability
- Proof of ownership of or option to acquire Lot C-14 of the Eagle Valley Commercial Project, Eagle CO
- References
- Financial Stability

The Town also reserves the right to select a developer based upon the compatibility of the proposed development with the existing and anticipated land uses in the area.

The Town will undertake negotiations with the top rated Developer and will not negotiate with lower rated firms unless negotiations with higher rated Developer have been unsuccessful and terminated.

- C. Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- D. Award:** Developers shall be ranked or disqualified based on the criteria listed in herein. The Town reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Developer.

Other Provisions

- A. Implementation Agreements:** After award to a specific Developer, Town and Developer will negotiate such implementation agreements (including with other partnership

entities) as may be required to implement the Developer's proposal. Failure to execute such agreements within sixty (60) days of award shall permit the Town to revoke the award and negotiate with another Developer that submitted a proposal for the RFQ.

B. Conflict of Interest: No public official and/or Town employee shall have interest in any contract resulting from this RFQ.

C. Cancellation of Solicitation: Any solicitation may be canceled by the Town or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Town. The Town may determine that no responses to this RFQ are responsive to the Town's objectives and criteria and provide an opportunity for additional Developers to respond to the RFQ.

D. Employment Discrimination: During the performance of any services per agreement with the Developer (the "Offeror") by submitting a Proposal, agrees to the following conditions:

5D1 The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

5D2 The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

5D3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

E. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

F. Ethics: The Developer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Town.

G. Failure to Deliver: In the event of failure of the Developer to deliver services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure the services from other sources and hold the Developer responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Town may have.

- H. Failure to Enforce:** Failure by the Town at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Town to enforce any provision at any time in accordance with its terms.
- I. Force Majeure:** The Developer shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- J. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the Eagle County, Colorado.
- K. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Town.

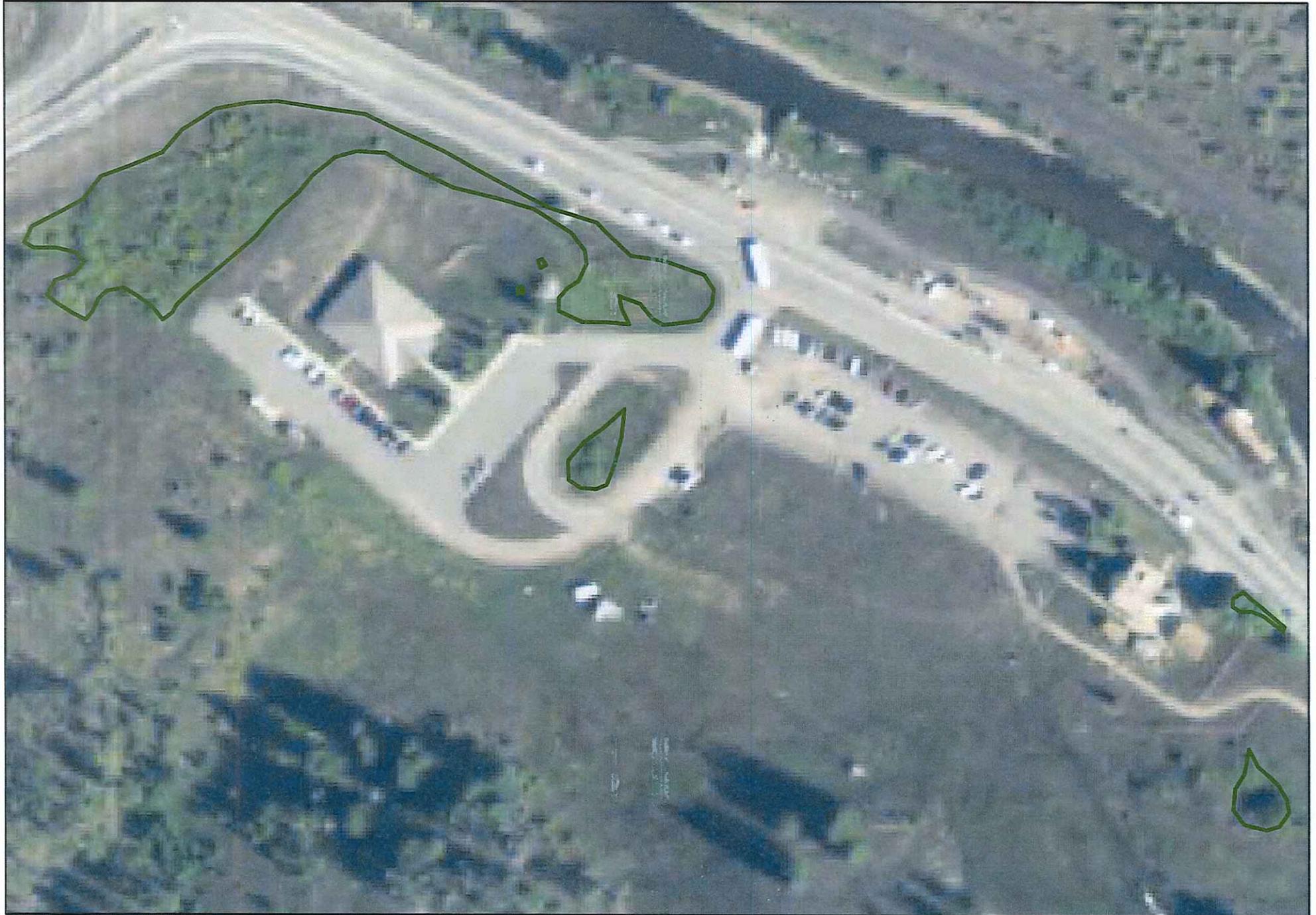
Attachments

- 1. Map of Dowd Parcel**
- 2. Map of Wetlands**

USFS Dowd Junction Administrative Parcel



Holy Cross admin site wetlands



0 100 200 400 600 800 Feet