

LCEDC



Lincoln County Economic Development Corporation

December 12, 2011

To Potential Respondents:

Lincoln County Economic Development is requesting proposals for a feasibility study for the Former Coleman Packing Plant and Former Sale Barn and Surrounding property located in Limon, Colorado.

Respondents will review the attached RFP for project description and requirements. Questions may be directed to Patricia Vice, Executive Director at 719-775-9070 or lcedc@qwestoffice.net until December 30, 2011.

REQUEST FOR PROPOSALS

CONSULTANT SERVICES

For a

FEASIBILITY STUDY/DEVELOPMENT PLAN

For the

**FORMER COLEMAN PACKING PLANT
AND
FORMER LIMON SALE BARN
AND
SURROUNDING PROPERTY**

Located in

**Limon, Colorado
Lincoln County, Colorado**

December, 2011

Lincoln County Economic Development Corporation
West Park Transport, LLC
Limon, Colorado
Lincoln County, Colorado

INVITATION FOR BIDS

Sealed proposals will be received by Lincoln County Economic Development (LCEDC) at 790 Main Street, P.O. Box 70, Limon, Colorado 80828 until **3:00 PM (prevailing time) Thursday, January 23, 2012** for Professional Services. The Project entails the completion of a feasibility study to determine the most appropriate uses of the buildings and surrounding property.

All bids received will be reviewed by a panel comprised three to five members to be determined at a later date.

Copies of the Request for Proposals will be available at the office of LCEDC located in the lower level of Mile High Banks during regular business hours, Monday through Friday, upon request by contacting 719-775-9070 or lcedc@qwestoffice.net.

The Proposals must be in the form provided by the LCEDC and sealed in an envelope marked with **“Request for Proposal – Consulting Services for the Feasibility Study for the Former Coleman Packing Plant, Limon Sale Barn, and Property”**.

This project is funded in by a grant from the United States Department of Agriculture Rural Development Rural Enterprise Grant Program. As such, the successful bidder will be subject to the terms and conditions of the grant contracts attached to the Requests for Proposals. No bidder may withdraw their bid within sixty (60) days after the date set for receiving and opening bids.

Lincoln County Economic Development Corporation reserves the right to accept and/or reject any or all bids or parts thereof for any causes whatsoever, and to waive any informality in the bids as they deem necessary for the best interests of the Corporation.

REQUEST FOR PROPOSALS

FEASIBILITY STUDY

FORMER LIMON SALE BARN AND COLEMAN MEAT PACKING FACILITY AND SURROUNDING PROPERTY

A. Introduction

Lincoln County Economic Development Corporation (LCEDC) and West Park Transport, LLC are seeing the services of a qualified consulting firm to perform a feasibility study of the site of the former Limon Sale Barn and Coleman Meat Packing Facility to determine the most appropriate uses of the buildings and surrounding property, ownership options, and realistic financial strategies for the business development of the site. The study will look at the site to determine if the property would be suitable for a livestock related business excluding animal containment.

B. Background

Property Description

The address of the property is 1225 Dairy Lane, Limon, Colorado.

In 2010, West Park Transport, LLC purchased commercial property in South Limon. The property, comprised of 12 acres, contains three buildings with infrastructure in place. A portion of the property sits within the city limits of the Town of Limon with the remainder located in Lincoln County. The property is served by city water and wastewater and high capacity electrical and natural gas utilities are in place. The property is zoned light industrial within the Town of Limon.

The primary building on the property was the location of the former Coleman Natural Foods processing facility which closed in 2009. Another primary building on the property is the former site of a livestock auction firm that closed approx 20 years ago. A third building on the property was used by Coleman as a wastewater pre-treatment facility.

Coleman used the auction building as an administrative building. The processing plant was stripped of all equipment when it was auctioned.

C. Scope of Work and Project Goals

The project is a feasibility study to identify potential future uses and ideally to determine the most appropriate utility of this property. While this property has been used for livestock related purposes in the past, we believe that the highest and best use of the property in the future may not be associated with the livestock industry. The study will also indicate realistic financial strategies for the marketing and business re-development of the property.

Respondents to this RFP should consider these factors:

- The redevelopment of the property for business attraction leading to job creation is an essential goal.
- The ultimate ownership/operation of the buildings and property may be public, private or a public/private partnership.
- Certain areas of the Property might be developed for new uses; all of the property is currently zoned commercial i.e., light industrial.
- The buildings and property lie in both Lincoln County and the Town of Limon. Land use and zoning are considerations with annexation of affected property into the Town of Limon a possibility.
- The buildings and land are all accessible to traffic especially truck transportation.
- The recommendations of the feasibility study must be practical and realistic, both economically and politically. At the same time, creative approaches to achieve project goals are encouraged.
- This project is funded in by a grant from the United States Department of Agriculture Rural Development Rural Enterprise Grant Program. As such, the successful bidder will be subject to the terms and conditions of the grant contracts attached to the Requests for Proposals.

D. Study Outcomes

The study will result in at least three (3) feasible property use and development options, which meet the Project goals. These recommendations should include probable costs of undertaking each option and an assessment of the challenges and benefits of each option.

Among the recommendations and proposed implementation strategies will be:

- Preferred property use(s) and the approvals – e.g., zoning – and conditions necessary to allow those uses. The recommendations for the preferred property use(s) will be supplemented by market data or reports, or any other relevant information and research, which support the economic viability of, market demand, and political and public support for the preferred use(s).
- Identification of the beneficial property ownership/lease scenario(s), including any public/private partnerships.
- Identification of the public benefits.
- Identify possible public opposition to possible uses
- Identify potential sources of capital funding; potential tax credits; pertinent incentives; and other potential sources of grants and loans for owners and investors.
- Economic and cost analysis of implementing the preferred option, including capital site improvements; maintenance, operating and carrying costs of the property for the proposed use(s); remediation of any hazardous environmental site conditions; compliance with any applicable local, state or federal codes; and income projections for any proposed lease or rental uses of the property.

INFORMATION TO BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

Lincoln County Economic Development Corporation (LCEDC), hereinafter called "Owner", invites proposals in the annexed form. Proposals must reach the office of LCEDC located in the garden level at Mile High Banks, at 790 Main Street, Limon, Colorado at the given time in the Invitation to Bid, at which time they will be publicly opened and read aloud at the convening of the review panel. Each bid must be contained in a sealed envelope, addressed to Lincoln County Economic Development Corporation and conspicuously endorsed with the name of the Proposal.

2. PAPERS ACCOMPANYING PROPOSALS

Each proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal.

Qualification Statement

- (a) All respondents must address all of the items listed in the Scope of Work. The length of the qualification statement shall not exceed 25 pages including appendices and attachments. Submissions in excess of 25 pages will not be considered. Additionally, submissions will not be reviewed unless they contain all of the informational items and are received prior to the submission deadline. The purpose of this RFP is to obtain concise information regarding the respondent's ability to conduct a comprehensive analysis of the potential development and use options at the sale barn and packing plant property.
- (b) A cover letter shall be included with each copy of the Qualifications Statement. The cover letter shall confirm that the respondent is willing and able to commit all necessary resources and staff as proposed. The cover letter must be signed by an officer of the parent company or lead firm submitting the Qualification's Statement.
- (c) To be considered a qualified consultant the respondent must demonstrate that his/her organization has the necessary experience, skill and financial resources to undertake and successfully complete the work services and work required. The following specific information is required of each respondent:
 1. Name, address and telephone number of the respondent
 2. Identification of the principal contact person
 3. The type of organization (corporation, partnership, joint venture, etc.) including a list of participants and an organizational chart.
 4. If the respondent is a subsidiary of another firm, the above information must be included for the parent company, along with a letter signed by an officer of the parent company supporting the subsidiary submission.
 5. If the respondent is organized as a joint venture or partnership, the relationship and responsibilities of the parties must be identified and explained, and shown on an organizational chart.
 6. If there is a potential for subcontracting any portion of expected work elements, the information requested above must be furnished for the subcontractors.
 7. Identify the key personal who will be involved in the subject project and include brief resumes.

(d) Experience and Qualifications

1. The respondent must provide a concise statement that the firm understands the intended study and the approach the firm will take to accomplish the project tasks previously outlined.
2. Familiarity with the fields of real estate development, historic preservation, building renovations, and financial and market analysis should be provided.
3. The respondent must provide a list identifying their experience in performing feasibility studies, similar in nature to this RFP. This information shall involve detailed information regarding individual project experience and the role of the respondent and references..
4. The respondent must provide a brief description of its computer aided drafting and design capabilities and any and all other resources and services which will be utilized by the respondent to accomplish the required tasks.
5. Information on professional services hourly rates, including overhead and indirect costs must be included, but not limited to travel expenditures, mileage, copying costs, etc..

3. ACCEPTANCE OF PROPOSAL AND ITS EFFECT

Within thirty (30) days after the opening of the Proposals, the Owner will accept one of the proposals, or will reject all bids. The Owner will make formal acceptance of the Proposal by a notice in writing signed by the President of The Board of Directors of Lincoln County Economic Development Corporation, and mailed to or delivered at the Office designated in the Proposal. No other act of the Owner, its officers, agents, or employees shall constitute the acceptance of a Proposal.

The acceptance of the Proposal shall effect an agreement between the Owner and the successful bidder, of which time shall be of the essence, for the execution of the Form of Contract and an analysis of his bid prices, and for liquidated damages, all as hereinafter provided. It shall not affect a Contract for the doing of the things provided in the Form of Contract, but the rights and obligations therein provided shall become effective and binding upon the parties only with its formal execution. Neither the acceptance of his Proposal nor the formal execution of the Form of Contract shall constitute an approval of the bidder's proposed plan, equipment, method and program of work or services.

4. EXECUTION OF FORM OF CONTRACT

Within ten (10) days, Sundays and Holidays excepted, after the acceptance of his Proposal, the Owner shall present or mail to the successful bidder in duplicate, the Form of Contract bound herewith, with the blanks filled out in accordance with his Proposal. Within ten (10) days, Sundays and Holidays excepted thereafter, the successful bidder shall deliver all copies to the Executive Director of Lincoln County Economic Development Corporation duly executed by him as Contractor. Upon their receipt and upon receipt of satisfactory security for the bidder's faithful performance, as hereinafter provided, the Owner shall execute all copies and shall return one to the successful bidder.

5. RIGHT TO ACCEPT AND REJECT PROPOSALS

The Owner reserves the unqualified right, at its sole and absolute discretion, to reject any or all Proposals and to waive any informality therein. The award if any will be made for each contract to the lowest responsible bidder on the basis of the total of the sum of all items making up that particular contract, but the Owner reserves the right to omit any item or items from the contract after the award and prior to the execution of the Contract.

In the event that a successful bidder defaults upon the agreement created by the acceptance of his Proposal, the Owner reserves the option to accept the Proposal of the next lowest bidder within eighteen (18) days from such default, in which case, such acceptance shall have the same effect as to such bidder as though he were the originally successful bidder.

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now or will be performed. In so far as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

Bids will be compared on the basis of the prices bid for the Items in the Schedule of Items and Prices. No bid will be accepted which does not contain a price for each item.

Proposals, which contain any unbalanced bid items, or which are conditioned or obscure, or which contain additions not called for, erasures, omissions, qualifying letters, alterations or irregularities of any kind, may be rejected as informal.

6. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Overall Qualifications of the consulting firm
- The respondent's understanding of the goals of the study and the proposed approach in undertaking the project as indicated in the respondent's statement
- The amount of previous related experience
- The respondent's personnel and available resources devoted to the study
- Ability to complete the study in the designated time period
- Project cost

7. TIME OF PERFORMANCE & PRODUCT REQUIREMENTS

A. Completion Schedule

- It is anticipated that this work should be completed within three (3) months after the execution of the contract.
- All work must be completed no later than May 15, 2012 in accordance with the provisions of the USDA RBEG Grant.

B. Product Requirements

- Progress reports will need to be provided at thirty day intervals.
- The consultant shall be required to submit four (4) copies of the completed studies.
- The consultant must also comply with the rules and regulations as required by the USDA RBEG grant.

8. EXAMINATION OF SITE:

The Respondent shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

GENERAL CONDITIONS

DEFINITIONS

Except as otherwise, indicated by context, the following words whenever used in these General Conditions and Specifications, shall have the meaning set after each:

"LCEDC or Owner"	Lincoln County Economic Development Corporation
"Contractor"	Successful Bidder
"Officers"	Members of Board of Directors, LCEDC
"Executive Director"	Patricia Vice

WORKMEN'S COMPENSATION

The Contractor must accept, insofar as the work herein provided for his concerned, the provisions of the Workmen's Compensation Act of 1917, and any supplements and amendments thereto and shall before the contract is signed, submit proof that he has accepted the Workmen's Compensation Act of 1917, and any supplements or amendments thereto and that he has insured his liability thereunder in accordance with the terms of the said Act.

INSURANCE

The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him and any sub-contractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor, or by anyone directly employed by either of them. The minimum limit for such insurance shall be \$500,000.00 for damages to any one person and \$1,000,000.00 for damages for any one accident; property damage minimum limit shall be \$100,000.00.

The Contractor shall also take out and maintain during the life of this Contract, automobile liability insurance limited to a minimum of \$100,000 for injury or accidental death to any one person or \$500,000 for injury or accidental death for any one accident and \$50,000 for property damage.

CONTRACTOR SHALL FURNISH EVERYTHING

The Contractor shall provide and use, at his expense all materials and labor, and all implements and appliances necessary in carrying on, constructing and completing all work set forth hereunder as required by the specifications under this Contract.

LOCAL CONDITIONS

It is understood and agreed that the Contractor, before executing the Contract, has by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character and equipment and facilities needed preliminarily to and during the prosecution of the work the general and local conditions and all other matters which can in any way affect the work under contract.

RISKS BLAME, ETC.

The Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work until the same shall have been completed and accepted by the Engineer. The Contractor agrees to indemnify, defend and save harmless the LCEDC and LCEDC from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his agents in the performance of the work under his Contract.

The Contractor must properly protect all adjacent work during the progress of construction and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. The Contractor must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.

DAMAGE TO PROPERTY

In case any direct or indirect injury is done to the buildings and existing structures; or to public or private property of any kind, or to any materials or fixtures, by or because of the work in consequence of any act or omissions on the part of the Contractor, his employees or agents or his sub-contractors, the Contractor, at his own cost and expense, except when hereinafter specified otherwise, shall restore such structures, property, materials, etc., to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding, or otherwise as may be required by LCEDC, or shall make good such damage or injury in a satisfactory manner.

CONTRACTOR'S LIABILITY

The work in every respect shall be under the charge and in care of the Contractor and at their risk. The Contractor shall properly safeguard against any or all injury or damage to the public, to any property, material, or thing, except where stipulated otherwise in the specifications and shall alone be responsible for any such damage or injury from their undertaking of this work to any person or persons or thing connected, therewith. The Contractor shall indemnify and save harmless the Board of Directors and LCEDC from all suits or actions at law of any kind whatsoever in connection with this work, and shall, if required, show evidence of settlement of any such action before final payment is made by LCEDC.

PERMITS, LICENSES AND CERTIFICATES

The Contractor shall procure all permits licenses, pay all charges and fees and give notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall obtain and furnish the Executive Director all required approval and other certificates. The Contractor shall pay for all State, County and City fees, Permits, Licenses, Taxes, etc., if said fees, permits, licenses, taxes are necessary.

PATENT PROTECTION

The Contractor shall agree to indemnify and save harmless LCEDC against all claims, demands, suits, or actions of any kind for actual or alleged infringements of patent rights in the use, sale, or resale of the equipment or any part thereof furnished or used in the fulfillment of the Contract to be awarded.

QUESTIONS AND DISAGREEMENTS

All questions and disagreements between LCEDC and Contractor relating to the meaning of the specifications, or the kind and quality of work and materials required thereby, shall be referred

to the LCEDC Board of Directors and their decision shall be final, conclusive and without appeal.

FAILURE TO EXPEDITE WORK

If, in the judgment of the Board of Directors, the Contractor shall fail or neglect to furnish labor or materials, LCEDC may give the Contractor notice to furnish the same within forty-eight (48) hours. If the Contractor shall not comply with said notice, LCEDC may proceed to purchase the necessary materials without advertising thereof, or engage the necessary labor and charge the cost of same to Contractor and deduct same from any payment due the Contractor under this Contract.

If, in the judgment of the Board of Directors, the Contractor for any cause shall fail to adequately prosecute the work, the Executive Director may give the Contractor notice that he is not adequately prosecuting the work. If the Contractor shall not comply with the said notice within ten (10) days after service of them, LCEDC may terminate the employment of the Contractor hereunder, take possession of the premises and of all materials, tools and appliances and may employ such forces as may be necessary to finish the Contract or may relent the finishing of said Contract, without advertising, to any Contractor. In such case, the Contractor shall receive no further payment until the work shall be finished, when the balance shall be paid to the Contractor, but, if the cost exceeds such unpaid balance, the Contractor or his surety shall pay such excess cost to LCEDC.

CHANGES IN THE WORK

LCEDC, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Executive Director shall have LCEDC Board of Directors make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the Contract, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the LCEDC Board of Directors signed or countersigned by the Executive Director or a written order from the Executive Director stating that the LCEDC Board of Directors has authorized the extra work or change and no claim for an addition to the Contract sum shall be valid unless so ordered.

COMPLIANCE WITH GRANTS

This project and the work performed by the consultant is subject to the conditions and requirements of the funding grant contracts issued by the United States Department of Agriculture Rural Development Rural Business Enterprise Grant Program.

**FORM OF PROPOSAL
FOR THE
REQUESTS FOR PROPOSALS
CONSULTANT SERVICES
FOR A
FEASIBILITY STUDY
FOR THE
FORMER LIMON SALE BARN, COLEMAN PACKING, AND SURROUNDING PROPERTY
TOWN OF LIMON, LINCOLN COUNTY, COLORADO**

To The Board of Directors

Lincoln County Economic Development Corporation
790 Main Street P.O. Box 70
Limon, CO 80828

Board of Directors:

The undersigned hereby proposes to furnish all tools, labor, materials and equipment necessary to complete a feasibility study to determine the most appropriate uses, ownership options and financial strategies for the business redevelopment of the site of the former Limon Sale Barn, Coleman Packing and surround property in strict accordance with this Form of Proposal, Scope of Work and the General Conditions hereto annexed and made a part of this agreement, and all State and Local Ordinances relating thereto. Also, including all appurtenant work necessary to complete this project in a first class workmanlike manner to the satisfaction and approval of Lincoln County Economic Development for the following lump sum cost:

SCHEDULE OF ITEMS AND PRICES

Description of Services

Feasibility study pursuant to the Scope of Work

Price in Writing:

\$ _____

WITNESS, the hand and seal of the said Bidder this day of 20____

Name of Consultant:

Address:

Phone Number:

Fax Number:

E-mail:

Accepted by: Board of Directors, Lincoln County Economic Development Corporation

By:

President

Attest: _____
Secretary