

# City of Lovington



## REQUEST FOR PROPOSALS

LEASE OF REAL PROPERTY  
5 ACRE TRACT OF LAND ON HIGHWAY 18  
PROPOSAL #HWY18LEASE

### Bid Due Date & Time

**JUNE 4, 2018**  
10:00 a.m. (MST)

### SUBMIT BID PROPOSALS TO:

Gary L. Chapman  
Finance Director  
City of Lovington  
214 S. Love St.  
Lovington, NM 88260  
[gchapman@lovington.org](mailto:gchapman@lovington.org)

**LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LOVINGTON, NEW MEXICO**

**LEASE OF REAL PROPERTY  
5 ACRE TRACT OF LAND ON HIGHWAY 18  
DUE DATE: JUNE 4, 2018**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on June 4, 2017 at 10:00 a.m. (MST) for the lease of a 5-acre tract of land located on Highway 18, approximately 3.5 miles south of the intersection of Gilmore Road and Highway 18. City has specified a 5 year lease. Minimum amount per month for first year of lease is \$750.00 and lease amount for years 2 thru 5 will be \$1,000 per month.. The property has restrictions in place that limit development of the property to commercial or industrial purposes. Development of the property must also be completed within 12 months of signing. Additional restrictions and acceptable uses will be identified in the lease agreement. Proposals will be reviewed and may be rejected based on incomplete information or restrictions as may be required for the safety and proper operations of the Municipal Wellfield.

The Request for Proposals, any future addenda, and all related information may be obtained from the City of Lovington's website at [www.lovington.org](http://www.lovington.org) under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [gchapman@lovington.org](mailto:gchapman@lovington.org).

James R. Williams, City Manager

Publish in: Lovington Leader May 24, 2018

**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

**COMMODITY CODES:**

**Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)**

**Applicable classification codes for this proposal are:**

5-DIGIT CODE	ITEM DESCRIPTION
97135	Land, Rental or Lease

## INSTRUCTION TO RESPONDENTS

1. **Envelopes containing proposals must be sealed and marked on the upper left-hand corner with the name and address of the Respondent, the date and hour of opening, the name of proposal, and mailed or delivered to the before the time of opening.**
2. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
3. Proposals which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Finance Director, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
6. Proposals must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
7. Proposals must be submitted on the price submittal form attached (if included in packet). **Any prices pertaining to exceptions must be attached to the proposals** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
8. Proposals received later than the time and date specified will not be considered.
9. Amendments to or withdrawals of proposals received later than the time and date set for proposal opening will not be considered.
10. Respondents or their representative may be present at the proposal opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the proposal invitation prior to the time and date of the bid opening.
12. The Purchasing Agent reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Lovington.
13. In the event the Respondent is unable to submit a proposal, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive invitations to respond will result in the removal of the Respondents name from the mailing list.
14. Respondents and/or vendors doing business with the City of Lovington must be in compliance with

the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979. The City of Lovington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders and respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at proposal openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after proposal opening will not be considered.
16. All contracts solicited by competitive sealed proposals for the City of Lovington require that the proposal amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
17. **All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS- 1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
19. **All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
20. The City reserves the right to render payment of any invoices using the City's Procurement Card without incurring any penalty.

## CONDITIONS AND PROPOSAL OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all proposals, to waive an informality in bids, and unless otherwise specified by the Respondent, to accept any item on the proposal.
2. In case of error in the extension of prices in the proposal, the unit price will govern.
3. Any discount offered will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor is received, whichever date is latest.
4. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
6. All proposals must be clearly marked on the outside of the envelope with the project name and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
7. All interested parties are invited to attend proposal openings of the City of Lovington.
8. Proposals will be opened at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice published in the newspaper.
9. Each proposal will be evaluated by the Finance Director and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Director of Purchasing with the aid of the appropriate department head.
10. The Finance Director and the department or committee will rule on any point needing clarification.
11. The apparent low Respondent, meeting specifications, will be determined by the Finance Director and the department or committee.
12. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.
13. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.

14. Do not submit alternate proposals unless instructed to do so, as they will not be considered.
15. Notice is hereby given that the City Commission reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
16. Any requested literature and one complete copy of the proposal, unless stated otherwise in the Request for Proposal, must be submitted with the proposal.
17. All proposals must be valid for a minimum of 90 days after bid opening, unless otherwise stated in the proposal sheet by the individual respondent or the City of Lovington.
18. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
19. This procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general as provided for by law, at the discretion of the contracted vendor(s).
20. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition, all bidders and proposers shall comply with Federal wage rates on applicable projects.
21. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
22. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
23. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a proposal shall in his/her bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

24. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

### **HOLD HARMLESS/INDEMNITY AGREEMENT**

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.



## 1.0 PURPOSE

The purpose of this Request for Sealed Bids is to solicit sealed proposals to lease real property located on Highway 18, approximately 3.5 miles south of the intersection of Gilmore Road and Highway 18 for a 5 year term. The property is a tract of land that is approximately 5.0 acres in size.

## 2.0 PROJECT DESCRIPTION

It is the City's intention for the Respondent to add value to this property, increase gross receipts tax revenue, and add jobs. The lease shall be conditioned upon the offer, use of the property, proposed improvements, timetable for beginning and completing development, and the number of jobs created. Development of the property must be complete and the site in operation within 12 months of closing.

The following legal description is included to precisely define the property:

A tract of land located in the SE 1/4 of Section 25, Township 16 South, Range 36 East, N.M.P.M., City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°48'00"W 1203.92 feet along the South line of Section 25 and Section 36; thence N40°05'38"W 1837.71 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for a Point of Beginning; thence continuing N49°45'50"E 407.17 feet along the west line of the Lovington Highway to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence N40°14'10"W 534.91 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°45'50"W 403.18 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°14'10" E 534.91 feet along the west right of way line of Lovington Highway to the Point of Beginning and containing 5.00 acres, more or less.

"Attachment A" is a representation of the property location and approximate size but does not constitute the actual legal boundary description of the property.

## 3.0 SPECIAL NOTES

- A. Interested parties must complete and submit the Offer to Lease (Attachment B) indicating the amount offered per month for the property during the first year of the lease and the amount offered per month for the property for years 2, 3, 4, and 5. All offers submitted shall remain valid for a period of ninety (90) calendar days from the opening date of the Bid. In case of ambiguity or lack of clearness in stating bid proposals, the City of Lovington, New Mexico, reserves the right to adopt the most advantageous thereof or to reject any or all proposals and waive irregularities.
- B. Minimum lease amount has been determined to be \$750 per month for year 1 and \$1,000 per month for years 2, 3, 4, and 5.
- C. There is no ability to enter into a lease to own or lease/purchase agreement.
- D. The lease of this property is limited to commercial and industrial uses only.
- E. The property is located within the City limits and is in Zone D – Industrial.
- F. No portion of this property may be utilized for permanent or temporary residences, to include recreational vehicles (RV's), trailer houses, or mobile homes.

- G. Development of the property must be completed and business in operation on the site within twelve (12) months of signing.
- H. Lessee shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted, which in any manner shall affect the use of the premises.
- I. Lessee shall not use the premises, or any part thereof for any use that is extra hazardous on account of fire, chemical waste or for any purpose that is a nuisance or that is offensive to other tenants or occupants of other buildings or facilities in the vicinity without written permission from the City of Lovington.
- J. Attachments "B" and "C" must be submitted with the response.
- K. The Campaign Contribution Disclosure Form must be included with the response.
- L. The Resident and Veterans preference form must be included with the response.

# ATTACHMENT A



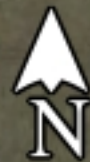
18

N-Lovington-Hwy

Google Earth

© 2018 Google

1000 ft



**City of Lovington**

**ATTACHMENT B  
OFFER TO LEASE  
5.0 ACRE TRACT OF LAND ON HIGHWAY 18**

**DUE DATE: JUNE 4, 2018**

\_\_\_\_\_ Herein called the Respondent, hereby offer and agree to lease from the City of Lovington, New Mexico, hereinafter called the City, at the price subject to the terms, conditions, reservation, restriction, and covenants herein stated, and easements, encumbrances, and other matters of record, and to all zoning, building, or other laws or ordinances, the following described property.

The following legal description is written to precisely define the property:

A tract of land located in the SE 1/4 of Section 25, Township 16 South, Range 36 East, N.M.P.M., City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°48'00"W 1203.92 feet along the South line of Section 25 and Section 36; thence N40°05'38"W 1837.71 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for a Point of Beginning; thence continuing N49°45'50"E 407.17 feet along the west line of the Lovington Highway to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence N40°14'10"W 534.91 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°45'50"W 403.18 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°14'10" E 534.91 feet along the west right of way line of Lovington Highway to the Point of Beginning and containing 5.00 acres, more or less.

**LEASE OFFER AMOUNT PER MONTH, YEAR 1:** \$ \_\_\_\_\_

**LEASE OFFER AMOUNT PER MONTH, YEARS 2, 3, 4, 5:** \$ \_\_\_\_\_

**NAME OF RESPONDENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

The City of Lovington reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

**SIGNATURE OF RESPONDENT:** \_\_\_\_\_

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260  
Deadline: June 4, 2018 by 10:00 a.m. (MST)



**ATTACHMENT C  
PROPERTY NARRATIVE**

**Name of Respondent:** \_\_\_\_\_

**CATEGORIES:**

**1. Proposed Use of Property:** (Use additional sheets if necessary)

**2. Proposed Property Improvements:** (Use additional sheets if necessary)

**3. Timetable for Development and Opening of Business:** (Use additional sheets if necessary)

**4. Proposed Job Creation:** (Include number and type(s) of jobs created. Use additional sheets if necessary)

**Signature of Respondent:** \_\_\_\_\_

**Date:** \_\_\_\_\_