

# City of Lovington



## REQUEST FOR PROPOSALS

LEASE OF REAL PROPERTY  
4.8 acres with utilities  
2301 E. Gilmore Road  
PROPOSAL GIL011017

## Proposal Due Date & Time

**Tuesday, January 10, 2017**  
**10:00 A.M. (MST)**

## SUBMIT BID PROPOSALS TO:

Mr. James R. Williams  
City Manager  
City of Lovington  
214 S. Love St.  
Lovington, NM 88260  
[jwilliams@lovington.org](mailto:jwilliams@lovington.org)

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

**FOR LEASE OF REAL PROPERTY  
DUE DATE: JANUARY 10, 2017**

The City of Lovington, New Mexico will receive sealed proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on January 10, 2017 at 10:00 a.m. (MST) for Proposal #GIL011017, the lease of real property located at 2301 E. Gilmore Road, Lovington, New Mexico, containing approximately 4.83 acres and includes access to City utilities. Award of proposal will be based upon offered lease amount and the type of use that is determined by the Lovington City Commission to be the most advantageous to the City. Minimum lease amount and restrictions are specified in the complete Request for Proposal packet.

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 City Manager, 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: December 17, 2016, December 29, 2016  
Hobbs News Sun: December 17, 2016, December 29, 2016

**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids and proposals, 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**

Proposals are being accepted by the City of Lovington for the lease of a portion of Parcel 4000201514001, approximately 4.8 acres, located at 2301 East Gilmore Road, Lovington, New Mexico. The lease will be for a minimum of 5 years, with one option to renew for an additional 5 years at the City's discretion. This site has access to municipal water, wastewater, and electrical utilities. It is the City's intention for the lessee to utilize the property to add jobs to the local area and increase City gross receipts tax revenue by sale or manufacture of goods or providing services. The lease shall be conditioned upon the offer, use of the property, proposed improvements, timetable for beginning and completing development (if any), and the number of jobs created. Minimum lease amount for the first 12 months is seven hundred fifty dollars (\$750.00) per month, followed by one thousand dollars (\$1,000) per month for the remainder of the primary lease and optional renewal. Some restrictions regarding use are in place. Acceptable uses and restrictions will be identified in the lease agreement.

Respondents shall submit to the City of Lovington a proposal that will address the various components as set forth in this Request for proposal.

## **2.0 OBTAINING A REQUEST FOR PROPOSAL WITH OFFER TO LEASE FORMS**

This document is available to all interested parties that request a copy up to the closing date and hour of submission.

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 City Hall, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [jwilliams@lovington.org](mailto:jwilliams@lovington.org).

## **3.0 CONDITIONS GOVERNING DISPOSITION OF SAID PROPERTY**

### **A. Offer**

Interested parties must complete and submit the Offer to Lease (Attachment A) indicating the amount offered to lease the property. The property narrative response (Attachment B) must contain detailed information for each category listed. All offers submitted shall remain valid for a period of ninety (90) calendar days from the opening date of the RFP. In case of ambiguity or lack of clearness in stating 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. Special Restrictions**

The lease of this property is contingent upon the following restrictions that will be identified in the lease agreement.

1. The lease of this property is limited to commercial and industrial uses only.
2. No portion of this property may be utilized for permanent or temporary residences, to include recreational vehicles (RV's), trailer houses, or mobile homes.
3. Development of the property must be completed and business in operation on the site within

- one hundred eighty (180) days of signing the lease agreement.
4. 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.
  5. 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
  6. This property is located within the Lovington City limits and occupant must comply with all zoning requirements and permitting procedures.

### **C. Submission of Proposal**

To receive consideration, an original proposal, if mailed or hand delivered, must be received at Lovington City Hall, 214 S. Love Street, Lovington, NM 88260, no later than 10:00 a.m. MST on January 10, 2017, at which time the proposals will be publicly opened. The outside of the envelope shall be clearly marked "RFP GIL011017". Three complete copies of the proposal must be provided by the respondent. Late or incomplete submittals will not be considered. Offers received after the closing time will be returned unopened to the sender.

### **D. Schedule**

The projected tentative schedule for award of lease is:

RFP Opening:	January 10, 2017
RFP Award by City Council:	January 23, 2017

This schedule is subject to change.

**ATTACHMENT A  
LEASE OF REAL PROPERTY  
RFP #GIL011017  
OFFER TO LEASE**

\_\_\_\_\_ herein called the offeror, 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, reservations, restrictions, 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.

Approximately 4.8 acres, a portion of Parcel No. 4000201514001, located at 2301 East Gilmore Road, Lovington, New Mexico

**LEASE OFFER AMOUNT, FIRST TWELVE (12) MONTHS:**      \$ \_\_\_\_\_

**LEASE OFFER AMOUNT, REMAINDER OF INITIAL TERM  
AND OPTIONAL RENEWAL**      \$ \_\_\_\_\_

**Name of Offeror:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature of Offeror:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member, or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Resident / Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

**Veteran Resident Businesses:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

**Resident Businesses:**

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

**Resident Business/Veteran Business Certificate Number:**

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.**