



REQUEST FOR QUALIFICATION-BASED PROPOSAL

RFP #2025-011

To Solicit Offer(s) for the Purchase, or to Solicit Applications from Developers and/or Qualified Grantees for the Purpose of Selling or Development of City of Lovington Owned Properties to Benefit Affordable Housing Program

NGIP Commodity Code #912-77

Date Issued: September 18th, 2025

Due Date: October 30th, 2025

3:00 PM Local Time

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase, or to solicit applications from developers and/or qualified grantees for the purpose of selling or developing City of Lovington-owned properties to benefit the affordable housing program.

B. BACKGROUND INFORMATION

Lovington is a vibrant city located in Lea County, New Mexico, known for its welcoming atmosphere and growing economic opportunities. This friendly and progressive community offers a comfortable lifestyle with a dry temperate climate, clean air and water, and a low crime rate. With growth, Lovington is an excellent place for families and individuals to live, work, and thrive.

The city is currently undergoing significant revitalization and development, with a strong focus on collaborating with both existing and new businesses. The goal is to foster economic growth, create jobs, and enhance the quality of life for residents. Lovington aims to attract and retain businesses while promoting small business development and community improvement.

To support this growth, there is a pressing need for housing to accommodate the workforce. The City of Lovington is reaching out for development proposals that will provide valuable services to the community and its residents, paving the way for a brighter future for all.

C. SCOPE OF PROCUREMENT

The City of Lovington intends to contract with one or more firms for offers or applications from qualified grantees for the purpose of developing City of Lovington-owned properties to benefit the Affordable Housing Program. It is intended that the contract(s) will start from the date of signing and end one calendar year later, with an option to renew annually for up to three additional one-year periods.

D. PROCUREMENT MANAGER/OFFICER

The City of Lovington has assigned the Chief Procurement Officer to be responsible for the conduct of this procurement, whose name, address, telephone number, and e-mail address are listed below:

Name: Leslie Boldt
Address: 214 S. Love St, Lovington, NM 88260
Telephone: (575) 396-9302
Cell: (575) 665-8153
Email: LBoldt@lovington.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to

the Procurement Officer. Offerors may contact ONLY the Procurement Officer regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the City. **Protests of the solicitation or award must be delivered by mail to the Procurement Officer.** The Procurement Manager/Officer shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. ONLY protests delivered directly to the Procurement Manager/Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Emailed protests will not be considered as properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

City of Lovington is sponsoring the Procurement action.

Authorized Purchaser: An individual authorized by a Participating Entity to place orders against this contract.

Award: The final selection of a vendor through a competitive process.

Business Hours: The hours of 8:00 AM to 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.

Close of Business: 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

Confidential: Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 to 57-3A-7. See also NMAC 1.4.1.45. Information that can be obtained from a source outside this RFP cannot be considered confidential.

Contract: Any agreement for the procurement of items of tangible personal property, services, or construction.

Contractor: Any business entity having a contract with a state, city, or local public body.

Determination: The written documentation of a decision made by a procurement officer, including findings of fact to support that decision. A determination becomes part of the procurement file to which it pertains.

Desirable: The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.

Electronic Version/Copy: A digital format consisting of text, images, or both, readable on computers or other electronic devices, and containing all content of the original and hard copy proposals. This may be submitted using a USB flash drive. Electronic versions/copies may **not** be submitted via email.

Evaluation Committee: A body appointed to review and evaluate all responsive proposals received through the RFP process.

Evaluation Committee Report: means a report prepared by the Procurement Manager/Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

Finalist: means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

Hourly Rate: means the fully loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

IT: means information technology.

Mandatory: – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the proposal.

Minor Technical Irregularities: means anything in the proposal that does not affect the price, quality, quantity, or any other mandatory requirement.

Multiple Source Award: means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property, or construction to more than one Offeror.

Offeror: is any person, corporation, or partnership that chooses to submit a proposal.

Price Agreement: means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services, or construction to the State or a local public body that issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

Procurement Manager/Officer: means any person or designee authorized by the State or local public body to enter into or administer contracts and make written determinations with respect thereto.

Procuring City: means all City of Lovington agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

Project: means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and the project executive accepts it as complete.

Redacted: means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP, blacked out BUT NOT omitted or removed.

Request for Proposals (RFP): means all documents, including those attached or incorporated by reference, used for soliciting proposals.

Responsible Offeror: means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

Responsive Offer: means an offer that conforms in all material respects to the requirements outlined in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

Sealed: means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that the delivery service itself may have damaged. The City reserves the right, however, to accept or reject packages whereas the delivery service itself may have done damage. Whether a package has been damaged by the delivery service or left unfastened and should be accepted or not is a determination to be made by the Procurement Manager/Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager/Officer in such cases.

Staff: means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

Statement of Concurrence: means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s).

Unredacted: means a version/copy of the proposal containing all complete information, including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

City: means the City of Lovington

COL: means City of Lovington, purchasing division of the finance department.

Written: means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description, and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager/Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	City of Lovington	September 18th, 2025
2. Letter of Intent sent to City of Lovington c/o Chief Procurement Officer	Potential Offerors	October 9th, 2025
3. Pre-Proposal Conference	City of Lovington	N/A
4. Deadline to submit Questions	Potential Offerors	October 9th @ 3:00 PM Local Time
5. Response to Written Questions	Procurement Manager/Officer	October 16th @ 3:00 PM Local Time
6. Submission of Proposal	Potential Offerors	October 30th 2025 @ 3:00 PM Local Time
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Best and Final Offers	Finalist Offerors	TBD
10. Oral Presentation(s)	Finalist Offerors	TBD
11. Finalize Contractual Agreements	COL/Finalist Offerors	TBD
12. Contract Awards	COL/ Finalist Offerors	TBD
13. Protest Deadline	COL	15 Days from Award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Lovington on the date proposed in Section II. A.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by, or send via registered or certified mail the "Letter of Intent" that accompanies this document, APPENDIX A, to have

their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager/Officer by the date and time proposed in Section II.. A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return a Letter of Intent shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

No pre-proposal conference will be held for this procurement.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager/Officer as to the intent or clarity of this RFP by the date and time proposed in Section II. A. All written questions must be addressed to the Procurement Manager/Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document that form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list (LOI list). An email copy will be sent to Letter of Intent Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.Lovington.org/procurement>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER/OFFICER OR DESIGNEE NO LATER THAN THE DATE AND TIME PROPOSED IN SECTION II. A. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager/Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package with the title and number of this RFP to indicate that they are in response to this advertisement clearly. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final

required City signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will evaluate proposals. During this time, the Procurement Manager/Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. The Offerors SHALL NOT initiate discussions.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager/Officer will notify the finalist Offerors as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time, if applicable.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers, as per the schedule in Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at a finalist Offeror's oral presentation and demonstration.

10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per the schedule in Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to be determined at the discretion of the City. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report, approval by the City Commission and the signed contractual agreement, the City Procurement Officer will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are

most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The most beneficial proposal may or may not have received the most points. The award is subject to appropriate City Commission approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Local Time, on the 15th day.

Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Procurement Manager/Officer
City of Lovington
214 S. Love Street
Lovington, NM 88260

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Intent. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for the setup and demonstration of the proposed equipment and/or system shall be borne exclusively by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City, entering into a contractual agreement with a vendor, will make payments to only

the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the City awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time before the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager/Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until the City completes negotiations and the award. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager/Officer/Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential," subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

- b. Confidential data is restricted to:
 - 1. Confidential financial information concerning the Offeror's organization.
 - 2. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed, **shall not be designated** as proprietary or confidential information.

B. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the City to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time, and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The contractor will accept the City appropriations and authorizations as final.

12. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP, and subject to legal review. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager/Officer.

13. Governing Law

This RFP and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the City through the Procurement

Manager/Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the City reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language.

General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the City and will result in the disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as a successful Offeror) is an **explicit agreement** by the Offeror that the Offeror accepts the contractual terms and conditions contained herein.

16. Offeror's Terms And Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions that may be subject to negotiation (such terms having been proposed during the procurement process, that is, the RFP process

prior to selecting the successful Offeror) will be discussed only between the City and the Offeror chosen and shall not be considered an Offeror's proposal opportunity to amend.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) are not, in the opinion of the City, adequately meeting the needs of the City.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

22. City Rights

The City, in agreement with the Evaluation Committee, reserves the right to accept all or portions of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must obtain written approval from the City before releasing any information related to the potential work or activities covered by this procurement and/or City contracts from this procurement. Failure to comply with this requirement may result in disqualification of the Offeror's proposal or removal from the requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Lovington.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the City, the Offeror acknowledges that the version maintained by the City shall govern. Please refer to: <https://www.lovington.org>.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and City exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state or City.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information <https://www.bewellnm.com>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Mayor and City Commissioners or other identified officials. Failure to complete and return the signed, unaltered form will result in disqualification.

30. Letter of Intent

Offeror's proposal must be accompanied by the Letter of Intent located in APPENDIX D, which must be completed and signed by a person authorized to obligate the company. The letter of intent MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to obligate the business entity providing the Offer contractually.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity that will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para. 2 above.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the City for professional services, tangible personal property, services or construction agrees to disclose whether the:
1. is presently debarred, suspended, proposed for debarment, or declared

ineligible for award of contract by any federal entity, the state New Mexico or local public body;

2. has within three years preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state, or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Contractor shall provide immediate written notice to the City Procurement Manager/Officer or other party to this Agreement if, at any time during the Agreement, the Contractor learns that the Contractor's disclosure was at any time a term of this Agreement or has become erroneous due to changed circumstances.

- C. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to

perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- E. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City Procurement Manager/Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the City Manager may terminate the involved contract for cause. Still further the City Procurement Manager/Officer or the City Finance Director may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City Procurement Manager/Officer or City Finance Director.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

The City shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, three (3) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**

Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e., one (1) unredacted CD/USB, one (1) redacted CD/USB). **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Signed Letter of Intent (see Appendix D)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 - 1. Technical Specifications (see Section IV.B.)
 - 2. Signed Campaign Contribution Form (see Appendix B)
 - 3. Debarment Certification (see Appendix H)
 - 4. Non-Collusion Affidavit (see Appendix I)
 - 5. Completed W-9 Form (see Appendix J)
 - 6. City of Lovington Business Registration (see Appendix K)
 - 7. New Mexico Preferences (If Applicable)
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Potential Offerors may include the proposal summary to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

A detailed scope of work has been attached as Appendix F.

B. TECHNICAL SPECIFICATIONS

1. Proximity to or Familiarity with the Contracting Agency

Offerors must provide a summary of their understanding of the Services required. Offeror should demonstrate their knowledge of the City of Lovington and

surrounding area and the unique challenges that the area faces.

2. General Qualifications

Offeror's shall provide a resume of their firm's general qualifications and experience working on projects similar to the Scope of Work for this RFP.

3. Specific Qualifications

The Offeror shall provide a financial summary or statement to support the proposal and resumes of each staff member that will be assigned to this project, and their experience regarding this project.

4. Experience with Similar Service Contracts

The Offeror shall provide a list of two (2) service contracts previously completed that were similar to the Scope of Work in this RFP.

5. Best Beneficial Use for the City of Lovington

The Offeror shall provide a detail description of their best and final use of each proposed property with a proposed dollar offer at or above appraised value, if applicable.

C. BUSINESS SPECIFICATIONS

1. Letter of Intent Form

The Offeror's proposal **must** be accompanied by the Letter of Intent located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company (see Appendix E).

2. Non-Collusion Affidavit

The Offeror's proposal **must** be accompanied by the completed and notarized Non-Collusion Affidavit (See Appendix I).

3. Debarment Certification

The Offeror's proposal **must** be accompanied by the completed and signed Debarment Certification form (see Appendix H).

4. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with The Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

5. Completed W-9 Form (See Appendix J)

Pass/Fail only. No points assigned.

5. City of Lovington Business Registration (See Appendix K)

Pass/Fail only. No points assigned.

6. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

- A. **New Mexico Business Preference**
If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5%.
- B. **New Mexico Resident Veterans Business Preference**
If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

ITEM	Possible Points	Score
B. Technical Specifications		
1. Proximity to or Familiarity with the Contracting Agency The Offeror shall include a summary of their understanding of the services required and any experience working with the City and surrounding area.	15	
2. General Qualifications The Offeror shall provide a resume of their firm's general qualifications and experience.	15	
3. Specific Qualifications The Offeror shall justify execution of the Scope of Work that is assigned to this project and related experience.	35	
4. Experience with Similar Projects The Offeror shall provide a list of two (2) projects previously completed that are similar to the Scope of Work.	10	
5. Best Beneficial Use for the City of Lovington The Offeror shall describe their best and final use of each property that includes the best and final offer price at or above the appraised value, if applicable.	25	
C. Business Specifications		
1. Letter of Intent Form (see Appendix D)	Pass/Fail	
2. Non-Collusion Affidavit (see Appendix I)	Pass/Fail	
3. Debarment Certification (see Appendix H)	Pass/Fail	

4. Campaign Contribution Disclosure Form (see Appendix B)	Pass/Fail	
5. Completed W-9 Form (see Appendix J)	Pass/Fail	
6. City of Lovington Business Registration (see Appendix K)	Pass/Fail	
7.A. New Mexico Resident Business Preference	5	
7.B. New Mexico Resident Veterans Preference	10	
TOTAL POINTS POSSIBLE:	110	

Table 1: Evaluation Point Summary

B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager/Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to evaluate as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A – LETTER OF INTENT FORM
RFP #2025-011

The Letter of Intent shall be signed and returned to the Procurement Manager/Officer no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm **does/does not** (circle one) intend to respond to this Request for Proposal.

City of Lovington
214 S. Love St.
Lovington, NM
88260
Phone: 575-396-9301
E-mail: LBoldt@lovington.org

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state City 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 City 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 City 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's employees during the pendency of the procurement process or 2) a prospective official or the applicable 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" mean 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 Contributions" 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 outlined 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 CONTRIBUTIONS (S):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

OR

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)

APPENDIX C - SAMPLE CONTRACT



SAMPLE CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (the “Agreement”) is entered into by and between the City of Lovington, New Mexico, hereinafter referred to as the “Procuring Agency,” and _____, hereinafter referred to as the “Contractor.” The Procuring Agency and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

NOTICES

Any notice required to be given under this Agreement shall be in writing and delivered in person, by courier, or by U.S. Mail (first class or certified, return receipt requested), postage prepaid, to the addresses below.

City of Lovington (Procuring Agency)	Contractor
Department: Purchasing	ATTN:
ATTN: Procurement Manager/Officer	Title:
Address: 214 S. Love Street, Lovington, NM 88260	Address:
Phone: 575-396-9301 Fax: 575-396-6324 Email: LBoldt@lovington.org	Phone: _____ Fax: _____ _____ Email:

RECITALS

WHEREAS, pursuant to the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq., and the Procurement Code Regulations, NMAC 1.4.1 et seq., the Contractor has represented that it is able to provide the goods and/or services required to implement the Scope of Work; and

WHEREAS, the Procuring Agency has selected the Contractor as the offeror whose proposal is most advantageous to the City of Lovington; and

WHEREAS, all terms and conditions of RFP No. _____, including the Contractor’s response, are incorporated herein by reference;

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

A. “Business Hours” means 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday, excluding City holidays.

B. "Procuring Agency" means the City of Lovington or any City department entering into this Agreement.

C. "Deliverable" means a discrete good, service, task, report, or other item identified in Exhibit A (Compensation Schedule) or Appendix F (Scope of Work) for which acceptance and payment are contemplated.

D. "Agreement Administrator" means the City's representative designated in writing to administer this Agreement.

2. Scope of Work

The Contractor shall perform the work outlined in Appendix F (Scope of Work), attached hereto and incorporated by reference. All tasks will be performed only after issuance and approval of written task orders by the Procuring Agency.

3. Compensation

A. Compensation Schedule. The Procuring Agency shall pay the Contractor fixed prices for each Deliverable as set forth in Exhibit A (Compensation Schedule), less any retainage identified therein.

B. Payment. The total compensation under this Agreement shall not exceed the aggregate amount of approved task orders, including applicable New Mexico gross receipts tax. Payment shall be made upon Acceptance of each Deliverable and receipt of a detailed, certified invoice. Pursuant to NMSA 1978, § 13-1-158, payment shall be tendered within thirty (30) days of written certification of Acceptance. Invoices must be received no later than fifteen (15) days after termination; invoices received thereafter will not be paid.

C. Taxes. The Procuring Agency will reimburse applicable New Mexico gross receipts tax (excluding interest or penalties). The Contractor is responsible for all federal, state, and local taxes applicable to its operations and personnel.

D. Retainage. Unless expressly identified in Exhibit A, there is no retainage.

4. Term

The term of this Agreement shall commence on the Effective Date and continue through _____, unless earlier terminated as provided herein. The Parties may renew the Agreement by written amendment, subject to NMSA 1978, § 13-1-150.

5. Termination

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or for cause. The Contractor may terminate only for the Procuring Agency's material breach.

B. Notice and Opportunity to Cure. Except as otherwise provided herein, a Party seeking termination shall provide thirty (30) days' prior written notice stating the basis for termination and, if curable, the actions required to cure.

C. Liability. Upon termination, the Procuring Agency shall pay for acceptable work performed up to the effective date of termination. This provision does not apply to termination resulting from the Contractor's default.

6. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations being made by the Lovington City Commission. If sufficient appropriations are not made, the Agreement shall terminate upon written notice by the Procuring Agency. The Procuring Agency's determination of the availability of appropriations is final.

7. Status of Contractor

The Contractor and its agents are independent contractors and not employees of the City of Lovington. The Contractor shall not accrue leave, retirement, insurance, use of City vehicles, or other benefits accorded to City employees.

8. Conflict of Interest; Governmental Conduct Act

The Contractor represents that no conflict of interest exists and will comply with the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. The Contractor shall provide immediate written notice if its representations become erroneous due to changed circumstances.

9. Amendment

This Agreement may be altered only by a written amendment executed by all required signatories.

10. Merger

This Agreement constitutes the entire agreement and supersedes all prior oral or written agreements regarding its subject matter.

11. Penalties for Violation of Law

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violations, including bribes, gratuities, and kickbacks.

12. Equal Opportunity Compliance

The Contractor shall abide by all applicable federal and state equal employment opportunity laws and regulations. No person shall be discriminated against based on any protected class.

13. Workers' Compensation

The Contractor shall comply with the New Mexico Workers' Compensation Act and applicable rules. Failure to comply may result in termination.

14. Applicable Law; Venue

New Mexico law governs this Agreement. Venue shall lie exclusively in a court of competent jurisdiction in Lea County, New Mexico. The Contractor consents to jurisdiction in New Mexico courts.

15. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records for at least three (3) years after final payment. Records are subject to inspection and audit by the Procuring Agency and other authorized entities. Payment does not waive the Procuring Agency's right to recover excessive or improper payments.

16. Severability

If any provision is held invalid, the remaining provisions shall remain in full force and effect.

17. Enforcement of Agreement

Failure to enforce any provision shall not constitute a waiver. Waivers must be in writing.

18. Non-Collusion

By signing this Agreement, the Contractor certifies it has not engaged in actions in restraint of free competitive bidding in connection with this Agreement.

19. Succession

This Agreement shall bind and benefit the Parties and their lawful successors and permitted assigns.

20. Headings

Headings are for convenience only and shall not affect interpretation.

21. Default/Breach

In the event of Contractor default, the Procuring Agency may procure substitute goods or services and hold the Contractor liable for excess costs and damages, in addition to other remedies at law or in equity.

22. Equitable Remedies

The Procuring Agency may seek specific performance, injunctive relief, or other equitable remedies, in addition to monetary damages.

23. New Mexico Employees Health Coverage

If applicable, the Contractor shall comply with State employee health coverage reporting requirements and advise employees of publicly financed health coverage programs.

24. Employee Pay Equity Reporting

If applicable, the Contractor shall complete and submit required PE10-249 or PE250 forms and flow down these requirements to qualifying subcontractors.

25. Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Procuring Agency from claims, damages, losses, and expenses arising out of or resulting from the Contractor's negligent acts or omissions or those of its employees, agents, or subcontractors.

26. Default; Force Majeure

The City may cancel orders without cost if the Contractor fails to meet Agreement provisions. The Contractor shall not be liable for excess costs due to events beyond its reasonable control (force majeure).

27. Assignment

The Contractor shall not assign any interest in this Agreement without the Procuring Agency's prior written approval.

28. Subcontracting

No portion of the services may be subcontracted without prior written approval. The Contractor remains responsible for subcontractor performance.

29. Condition of Proposed Items

Where tangible personal property is provided, all items shall be new and of current production, unless otherwise specified.

30. Release

Final payment releases the City of Lovington from all liabilities and obligations arising from or under this Agreement.

31. Confidentiality

Confidential Information provided by the Procuring Agency or developed from such information shall be kept confidential and not disclosed without prior written approval. Upon termination, such information shall be returned within thirty (30) business days.

32. Contractor Personnel

A. Key Personnel. The following personnel are designated as key and shall not be replaced without prior written approval of the Procuring Agency:

_____.

B. Personnel Changes. Any replacement personnel shall have equal or greater qualifications and be approved by the Procuring Agency.

33. Incorporation by Reference; Precedence

This Agreement incorporates by reference: (a) any written amendments; (b) Appendix F (Scope of Work); (c) Exhibit A (Compensation Schedule); and (d) the RFP, including attachments, clarifications, and the Contractor's response. In the event of a conflict, the order of precedence shall be: (1) written amendments; (2) this Agreement; (3) Appendix F and Exhibit A; and (4) the RFP and Contractor's proposal.

34. Inspection; Acceptance

Goods and services are subject to inspection and Acceptance by the Procuring Agency. Nonconforming goods or services may be rejected and shall not be invoiced as acceptable.

35. Insurance

If services are performed on City property, the Contractor shall maintain: (i) Workers' Compensation per statute; (ii) Commercial General Liability not less than \$1,000,000 per occurrence; (iii) Automobile Liability not less than \$1,000,000; and (iv) Umbrella/Excess Liability not less than \$1,000,000. The City of Lovington shall be named as additional insured with 30 days' notice of cancellation and waiver of subrogation.

36. Arbitration

Any controversy or claim arising between the Parties may be resolved by arbitration pursuant to the New Mexico Uniform Arbitration Act, NMSA 1978, § 44-7A-1 et seq., upon written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

CITY OF LOVINGTON	CONTRACTOR
By: _____	By: _____
Name/Title:	Name/Title:
Date:	Date:

APPENDIX D LETTER OF TRANSMITTAL FORM

RFP#:2025-011 _____

Offeror Name: _____ **FED ID#:** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2025
Authorized Signature
(Must be signed by the person identified in item #2, above.)

APPENDIX E – ORGANIZATIONAL REFERENCE QUESTIONNAIRE

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the City of Lovington, via mail or e-mail, at the following address no later than the date proposed in Section II. A. of this RFP, and must not be returned to the company requesting the reference.

Name: Leslie Boldt
Address: 214 S. Love St.
Lovington, NM 88260
Telephone: 575-396-9302
Email: LBoldt@lovington.org

For questions or concerns regarding this form, please contact the City of Lovington Procurement Manager/Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

Rating Scale: 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

1. In what capacity have you worked with this vendor in the past?
2. How would you rate this firm's knowledge and expertise?
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
4. What is your level of satisfaction with hard-copy materials produced by the vendor?
5. How would you rate the dynamics/interaction between the vendor and your staff?
6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

Name: _____ Rating: _

Name: _____ Rating: _

Name: _____ Rating: _

Name: _____ Rating: _

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
8. With which aspect(s) of this vendor's services are you most satisfied?
9. With which aspect(s) of this vendor's services are you least satisfied?
10. Would you recommend this vendor's services to your organization again?

APPENDIX F – DETAILED SCOPE OF WORK
RFP #2025-011

REFERENCED PROPERTY

Township: I 6S

Range:36E

15.22AC LOC SW4SW4

BEG@ W4 COR OF SEC 4' TH

S00D27'19"E, 1320.74' ALONG W LINE

OF SEC 4 TO PT OF BEG; TH

N89D19'06"E, 30.40' CONTINUING FOR

A TOTAL OF 663.76'; TH

S00D36'17"E , 1313.52' & CONTINUING

A TOTAL OF 1320.22' & THEW LINE

OF THE SE4SW4SW4 OF SEC 4; TH

S89D23'12"W, 50.33'; TH N01D03"48"W

@ 6.65' CONTINUING FOR TOTAL OF

339.53"; TH S89D23'12"W, 280.58';

TH N00D27'19"W, 19.63; TH

S89D23'12"W, 332.68' ; TH

N00D27'19"W, 960.28' ALONG W LINE

OF SEC 4 TO PT OF BEG

1982-REDESCRIBED

*1985-1-0 TO 1-1 *

5/15/14-ANNEXATION CITY ORDINANCE

#19566, BOOK 1892 PAGE 964

5/19/16-BOUNDARY SURVEY CAB G SLIDE

56, BK 2 PG 388 FILE #49791

4/26/16-ENERGY RESEARCH & DEVELOPMENT

BK 2022 PG 344 INCORRECT LEGAL

3/13/17-LEA CO ELECTRIC COOP

DETAILED SCOPE OF WORK

To evaluate alternatives and select the right Developer to assist the City in finalizing its vision and proceeding with property disposition and development of the referenced property, proposals must address the following items:

1. **Description of Developer's Proposed Project**
 - a. Size in acres and/or square feet of building space
 - b. Type of use(s) planned (e.g., commercial, residential, office, or a mixed-use combination)
 - c. Conceptual design
2. **Developer's Experience with Similar Projects**
 - a. Name and location of project(s)
 - b. Description of project(s)

- c. Completion date(s)
- d. Experience in dealing with other City projects and/or purchasing government property for private development
- 3. **Role of Developer**
 - Explanation of the role the Developer's organization will play in the proposed project
 - Identification of other partners and their roles (if any)
- 4. **Phasing**
 - If the project will be completed in phases or components, provide a list of all planned phases
 - **Project Benefits to the City**
 - a. Proposed land sale price
 - b. Projected property tax revenues
 - c. Projected sales tax and other revenues (if applicable)
 - d. Projected number of direct jobs created
 - e. Other community benefits
- 5. **Qualifications and Implementation**
 - Narrative demonstrating the Developer's qualifications, implementation expertise, and understanding of the scope of work
 - Resumes of the Developer and any consultant/subcontractor with related expertise
 - Description of experience in working with municipalities or public agencies to develop mixed-use residential and commercial projects
 - Demonstrated ability to complete projects of similar size, scope, and purpose in a timely manner
 - Representative examples of completed projects of a similar type, including addresses, contact names, and phone numbers
- 6. **Financial Proposal and Feasibility**
 - Proposed purchase price, including earnest money deposit and terms
 - If public participation is anticipated, describe the investment structure and provide a financial analysis demonstrating why such participation is necessary
 - Analysis of proposed job creation potential, market demand, and economic/financial benefits of the proposed use
- 7. **Approach and Schedule**
 - Proposed approach to undertaking the development
 - Detailed scope of work and schedule for predevelopment analysis, entitlement review, construction, and project completion

APPENDIX G – ORDINANCE 506

Lovington Affordable Housing Program

The City of Lovington adopted Ordinance No. 506 to establish its Affordable Housing Program pursuant to the Affordable Housing Act (NMSA 1978, § 6-27-1 et seq.) and the New Mexico Constitution (Article IX, Section 14).

Key Provisions of Ordinance 506:

- **Authorization:** Allows the City to donate land, buildings, or provide infrastructure financing to support affordable housing.
- **Purpose:** Implements the City's Affordable Housing Program in compliance with the Affordable Housing Act and Mortgage Finance Authority (MFA) Rules.
- **Evaluation Criteria:** Requires applicants to demonstrate financial stability, community commitment, cost-benefit to Lovington, long-term affordability, and compliance with laws.
- **Eligibility:** Qualifying Grantees include individuals, nonprofits, for-profits, housing authorities, and governmental housing agencies that meet City and MFA requirements.
- **Affordability Periods:** Depending on project value, housing must remain affordable for 5–20 years.
- **Administration:** The City and MFA jointly administer programs, review applications, and ensure compliance through contracts, oversight, and recertification.

Note:

The complete text of Ordinance No. 506 is available from the City of Lovington and should be reviewed by all prospective developers.

APPENDIX H – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated above.
4. Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

STATE OF __)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:
(Printed name of Affiant)

1. He/She is the _____ of
_____, (Title) (Offeror)

who has submitted the attached proposal to the City of Lovington.

2. The undersigned certifies that the proposal is genuine, not a sham or collusive, and not

made in the interest or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.

3. The Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham proposal, or to refrain from submitting a proposal.
4. The Offeror has not, in any manner, sought by collusion to secure an advantage over any other Offeror or the City of Lovington.

Signature of Affiant

SUBSCRIBED and sworn to before me this _ day of _____, 20__.

Notary Public

My commission expires:

APPENDIX I – NON-COLLUSION AFFIDAVIT

P R O P O S A L F O R M

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____

who submits herewith to the City of Lovington, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of City of Lovington, or any bidder of anyone else interested in the proposed contract; and further, That prior to the public opening and reading of proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that City of Lovington, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED and sworn to before me this _____ day of _____ 20 ____.

Notary Public: _____

My commission expires: _____

APPENDIX J – W-9 FORM

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The link to the W-9 form is <https://www.irs.gov/uac/About-Form-W9>

Each Offeror must complete and attach a signed IRS W-9 Form (Request for Taxpayer Identification Number and Certification).

A blank copy of the form can be downloaded directly from the IRS website:
<https://www.irs.gov/forms-pubs/about-form-w-9>.

APPENDIX K – BUSINESS REGISTRATION

ATTACH COPY

Each Offeror must attach a copy of their current City of Lovington Business Registration Certificate.