



LOVINGTON
Economic Development Corporation

REQUEST FOR PROPOSALS

HOUSING PRODUCTION SERVICES – ADDITIONAL HOUSING UNITS

Due Date & Time

PROGRAM BEGINS ACCEPTING RESPONSES OCTOBER 1, 2024
PROGRAM ENDS OCTOBER 1, 2029

SUBMIT IN-PERSON APPLICATION TO:

Lovington Economic Development Corporation (LEDC)
201 S. Main St.
Lovington, NM. 88260
(575) 396-1417
evelynholguin@lovingtonedc.org

REQUEST FOR PROPOSAL
City of Lovington, New Mexico

The City of Lovington, New Mexico is requesting proposals from qualified housing developers interested in providing **HOUSING PRODUCTION SERVICES – ADDITIONAL HOUSING UNITS**. The Lovington Economic Development Corporation will receive written proposals at the office of the Executive Director, 201 S. Main, Lovington, NM 88260.

Copies of the Request for Proposals from the Lovington Economic Development Corporation Offices will be available on October 1, 2024.

The proposal must be delivered in person by the end of the day on January 1, 2029, to:

Attn: Housing Production Services
Lovington Economic Development Corporation
201 S. Main St
Lovington, NM 88260
Phone: (575) 396-1417

Or mailed to:

Attn: Housing Production Services
Lovington Economic Development Corporation
201 S. Main St.
Lovington, NM 88260
Phone: (575) 396-1417

All proposals must be received on or before the above date at the Lovington Economic Development Corporation Office. Submitted proposals shall not be publicly opened.

Copies of the specifications may be procured without charge from the Lovington Economic Development Corporation office or website www.lovingtonedc.org or may be found on the City of Lovington website at www.lovington.org. All questions regarding this RFP should be referred to Evelyn Holguin at (575) 396-1417. The City of Lovington/LEDC reserve the right to reject any or all proposals and waive irregularities.

CITY OF LOVINGTON, NEW MEXICO

FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed applications, and proposals, subject to the conditions herein, will be received at the Lovington Economic Development Corporation office, located at 201 S. Main St, Lovington, NM 88260 until the date shown above, and thereafter immediately opened and read for furnishing the commodities and/or services listed in the attached specifications.

COMMODITY CODES:

Effective October 1, 2024, 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
90923	Building Construction, Residential (Apartments, etc.)
90954	Home Construction, Single Family
90925	Modular or Manufactured homes Code

INSTRUCTION TO APPLICANTS

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 the name of the proposal, and mailed or delivered to the Lovington Economic Development Corporation.**
2. Samples of items, when required, must be furnished, free of expense, before 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 the proposal and must be for the maximum amount the manufacturer provides if goods are warrantable.
3. Proposals that are mailed, or otherwise delivered before the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Lovington Economic Development Corporation, 201 S. Main St, Lovington, New Mexico, 88260**. This information shall be included in **ALL EXTERIOR PACKAGING**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Proposals must be completed and signed in the corporate or other name of the Respondent and must be fully and properly executed by an authorized person.
6. Proposals received after the end of day (EOD) on December 1, 2028, will not be considered.
7. A maximum of 1 Amendment or withdrawals of proposals received later than the time and date set for proposal will not be considered.
8. Respondents or their representatives may be present at the proposal opening.
9. The Due Diligence Committee reserves the right to amend and/or cancel the proposal invitation before the time and date of the application opening.
10. The Due Diligence Committee reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Lovington/LEDC.
11. Respondents and/or vendors doing business with the City of Lovington and/or LEDC must comply 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 applicants 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 applications 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.

12. 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 payment requests shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
13. **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.**
14. 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.

CONDITIONS AND PROPOSAL OPENING PROCEDURES

1. The City of Lovington/LEDC reserves the right to reject any or all proposals, to waive informality in applications, and, unless otherwise specified by the Respondent, to accept any item in the proposal.
2. 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.
3. These specifications intend to describe the minimum requirements. All portions not specifically mentioned which are required for completion of the project, shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.
4. All proposals must be clearly marked on the outside of the envelope with the project name and opening date.

5. Each proposal will be evaluated by the LEDC due diligence committee. The Respondent is to provide complete specifications.
6. The LEDC due diligence committee will rule on any point needing clarification.
7. The successful respondent will be the one whose product is judged best to serve the interests of the City of Lovington when price, product, safety, and delivery are considered.
8. Do not submit alternate proposals unless instructed to do so, as they will not be considered.
9. Notice is hereby given that the LEDC reserves the right to reject any or all proposals received. In case of ambiguity or lack of clarity, we reserve the right to determine the best applications, reject it, or waive irregularities and technicalities.
10. Any requested literature and one original and 7 copies of the proposal, unless stated otherwise in the Request for Proposal, must be submitted with the proposal.
11. All proposals must be valid for a minimum of 180 days after application opening unless otherwise stated in the proposal sheet by the individual respondent or the LEDC.
12. 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.
13. 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).
14. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a proposal shall in his/her application 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 application. (B) An application submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive application which shall not be accepted by a using agency.

15. 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 application was received or that only one application 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 fullest extent permitted by law, the Contractor is responsible for defending, indemnifying, and holding harmless the City of Lovington, the Lovington Economic Development Corporation, its committees, 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. This includes actual attorney fees incurred by the City of Lovington, and/or the Lovington Economic Development Corporation, court costs, interest, defense costs (including expert witness fees), and any other costs or expenses incurred in relation to, as a consequence of, or arising out of the performance of this agreement. The Contractor is obligated to pay all these costs as the City of Lovington, and/or the Lovington Economic Development Corporation incurs them.

Without affecting the rights of the City of Lovington, and/or the Lovington Economic Development Corporation, under any provision of this agreement or this section, the Contractor shall not be required to indemnify and hold harmless the City of Lovington, and/or the Lovington Economic Development Corporation, as set forth above for liability attributable to the sole fault of the City of Lovington, and/or the Lovington Economic Development Corporation 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 of Lovington, and/or the Lovington Economic Development Corporation, is shown to have been solely at fault and not in instances where the Contractor is solely or partially at fault or in instances where the City of Lovington, and/or the Lovington Economic Development Corporation, fault accounts for only a percentage of the liability involved. In those instances, the obligation of the Contractor will be all-inclusive, and the City of Lovington, and/or the Lovington Economic Development Corporation, will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City of Lovington, and/or the Lovington Economic Development Corporation.

The contractor acknowledges that its obligation pursuant to this section extends to liability attributable to the City of Lovington, and/or the Lovington Economic Development Corporation if that liability is less than the Sole fault of the City of Lovington, and/or the Lovington Economic Development Corporation. The 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 the contractor in the performance of this agreement. In the event the Contractor fails to obtain such indemnity obligations from others as required here, the Contractor agrees to be fully responsible according to the terms of this section. The failure of the City of Lovington, and/or the Lovington Economic Development Corporation to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City of Lovington, and/or the Lovington Economic Development Corporation as set forth herein is binding on the successors, assigns, or heirs of the 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. INTRODUCTION.

The City of Lovington/LEDC is seeking new family homes for rent or sale. Existing occupied housing is not eligible. A minimum of 4 permanent housing units per project location is required, which can be a combination of modular, manufactured (**MUST BE SET ON A PERMANENT FOUNDATION**), or site-built homes.

The City of Lovington/LEDC hereby invites competitive sealed proposals to encourage developers to build/install new family housing projects within the City Limits, and future annexation properties of the community. The City of Lovington/LEDC has determined that a severe shortage of housing exists currently in Lovington and the surrounding areas. The City of Lovington/LEDC further finds that this shortage of housing represents a severe and substantial disadvantage to the City's economy and economic development.

"Housing" is defined as a permanently constructed\installed, rental or for sale housing development in Lovington, in any combination of modular, manufactured, or site built.

2. SCOPE OF WORK.

A. The City of Lovington/LEDC is seeking Housing developers to provide Housing Production Services to increase the supply of additional family housing units for the citizens of Lovington. Activities required are to provide privately owned/rental real property in the City including designing, building\installing and operating market-rate housing projects. Proposal offerings need not be submitted by licensed contractors, but all contractors employed must be duly licensed in New Mexico.

B. Program Features and Requirements

- The minimum project development size is 4 housing units per application. Each approved project must be fully served by infrastructure when complete. **Subsidy of privately owned on-site infrastructure is not permitted.**
- The City of Lovington/LEDC encourages infill property development.
- All invoices must be submitted by no later than December 1, 2028.

C. Application shall include:

- Site plan of a location currently within the city limits of Lovington
- Floor plan of proposed unit
- Elevations of proposed structures

- Cost estimates of entire development and needed city infrastructure, streets, and utilities

D. Construction/Installation Requirements:

- As required on all construction and installation of housing units and public infrastructure will meet currently adopted State of New Mexico regulations and requirements and APWA standards.
- As required construction\Installation shall be of energy-efficient design per New Mexico Energy Conservation Code 2018, utilizing either stucco, brick/stone or hardwood siding on all exterior surfaces.
- As required any variances or encroachments granted after December 1, 2028, for a particular lot or home shall void reimbursement for that completed home.
- As required, all completed homes must have landscaping completed.
- As required on all completed homes must have ADA compliant sidewalks installed prior to reimbursement being released.
- As required, all streets built must have ADA-compliant ramps installed.
- As required, all completed homes or subdivisions must have a means of on-site drainage retention.

3. PROPOSAL EVALUATION AND SELECTION.

Proposal will be evaluated on the following basis (all topics are as presented in the text of the proposal):

A. Proposal Evaluation

- All Technical Proposals will be evaluated by the City of Lovington/ LEDC Due Diligence Committee based on the following priorities. The exact basis or weight of each factor is shown below.

Priority	Weight
<p>Capacity and capability of the Housing Development Company to construct/install family housing in the City of Lovington, in compliance with the State of New Mexico and City Building Codes, as well as all City development regulations and policies; ability to complete the housing development project in a timely manner; technical approach to the project.</p> <p>INCLUDES: Housing proposal with site plan and location, number and type of housing units, infrastructure needs, and funding requirements.</p>	40%
<p>Review and consideration of experience, knowledge, financial capabilities on Housing Development Projects or similar development projects, based on review of documents submitted with the project, and past experience with other housing development projects.</p>	40%
<p>Performance of the firm with previous housing development projects, based on quality of work, ability to meet schedules and responsiveness to City requirements and agreements.</p>	10%
<p>Past performance of housing development activities either in Lovington or in other nearby cities</p>	5%
<p>New Mexico resident applicants' preference provided a valid resident business certificate is submitted with the proposal.</p>	5%

Tier 1	Up to 1500 Sq. Ft	\$10,000
Tier 2	Up to 2500 Sq. Ft	\$ 8,000
Tier 3	Over 2500 Sq. Ft	\$ 5,000
Tier 4	Apartments or Townhomes	\$ 5,000
Tier 5	Manufactured or Modular Homes	\$ 2,500

B. Interviews.

Interviews may be held with any or all of the firms' submitting proposals, as determined in the best interest of the city.

C. Site Visit & Meetings

Site visits and tours of the prospective housing site(s) in Lovington may be conducted and necessary meetings held with the City Manager and/or Lovington EDC staff. City/Lovington EDC Due Diligence Committee may also visit existing housing projects in other communities.

4. INSTRUCTIONS TO APPLICANTS

- A.** Sealed proposals will be accepted by the Lovington EDC Due Diligence Committee as per the RFP advertisement. Applicants must use the provided RFP form that is included with the specifications. The RFP forms must be signed by the applicant to be considered. According to NMSA 1978, 13-1-191.1 (2006), applicants are required to fill out the Campaign Contribution Disclosure form attached. Failure to complete the RFP documents as per the instructions provided will result in the rejection of the application by the Lovington EDC Due Diligence Committee.
- B.** Proposals must be submitted in a sealed envelope with the outside marked: **ATTENTION HOUSING PRODUCTION SERVICES: EDC DUE DILIGENCE COMMITTEE.**
- C.** Request for Proposal Amendments: All amendments to this Request for Proposal deemed necessary between issuance of the Request for Proposals and the proposal submission deadline will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
- D.** The applicant is responsible solely for delivering his/her proposal to the proper place designated.
- E.** Proposal Evaluation: The Lovington Economic Development Corporation Due Diligence Committee will review and approve or deny each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the most responsible proposal. Negotiations may be conducted with responsible Offeror(s) who submit proposals found to be reasonably likely to be selected for an award. The proposal, if approved, will require the adoption of a PPA with the City of Lovington. The LEDC Due Diligence Committee reserves the right to accept proposals in their entirety or portions thereof, to reject any or all proposals, and to waive formalities.
- F.** It is agreed that proposals accepted by the City of Lovington/LEDC Due Diligence Committee shall be valid for a period of one hundred and eighty (180) days following the date of the proposal opening. The City of Lovington/LEDC may request additional information from all

applicants if the City/LEDC determines a submittal is incomplete and additional information is needed for any valid reason. Based on the above ranking schedule, the City/LEDC will decide on each application at any time during the 180-day period. If determined the proposal is in the best interest of the City of Lovington, the City/LEDC may approve part of an application or may approve an application with conditions. All decisions from the City of Lovington/LEDC will be provided in writing.

- G. Any questions or clarifications regarding this application must be submitted to the Lovington EDC in writing no later than five (5) days prior to the proposed submittal date. All clarifications will be issued in written format. No verbal changes shall take place during any conversations. No proposal conference is scheduled for this project. All questions regarding this RFP should be referred to Evelyn Holguin, Lovington EDC, at (575) 396-1417.

5. ADDITIONAL REQUIREMENTS

A. Term of Agreement

The term of the Agreement shall be for a five (5) year term from the date of written notification of award of grant, project must be started before December 1, 2028. The project must be completed by July 1, 2029.

B. Award of Grant (s)

1. The City of Lovington/LEDC reserves the right to waive irregularities in applications, and to reject any or all applications or portions thereof and may award to the offeror(s) whose applications are deemed to be in the best interest of the City of Lovington. The City may also deviate, amend or waive any design standard or project requirement herein as determined to be in the best interest of the City of Lovington.
2. Applications may be withdrawn upon receipt of written request, prior to scheduled deadline for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by the applicant. Resubmitting must be prior to the scheduled deadline for consideration.
3. The maximum Grant Amount is \$10,000.00 per housing unit.
4. The City of Lovington/LEDC and any committees acting on its behalf shall be immune from liability or claims for any applications which are rejected so long as the rejection was not done on the basis of fraud or bad faith.

C. Payments

The grant subsidy shall be paid when the project is complete, and a certificate of occupancy is issued. Payment will be made within thirty (60) days following a written request from the Developer and upon City/LEDC project completion inspection.

D. Insurance

The successful offeror(s) shall obtain, and provide proof thereof, to the City of Lovington/LEDC the following insurance coverage:

- General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors, and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.
- Automobile Liability as follows: Owned, hired, and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.
- Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.
- Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

E. Miscellaneous Requirements

The Housing Developer shall provide as-built drawings (after construction is complete) of all public infrastructure to be constructed by this funding, together with necessary easements and rights-of-way.

6. Submittal Requirements

- A.** One original application, and 7 copies with all required schedules, documents, or other such information that may be required by City of Lovington/LEDC must be included in the application.
- B.** An application describing the nature and scope of the housing project proposed by applicant and for which applicant is applying for funds, and which describes the type and/or number of units.
- C.** A Project Narrative Statement that addresses the evaluation criteria set forth in this RFP.
- D.** A proposed budget for the housing project including development costs, loan information and other costs.
- E.** Information on the Applicant, including board members for a corporation, number of employees, location of corporate headquarters, etc.
- F.** Please include documentation that the applicant is duly organized in accordance and is in good standing with any state authorities such as the CID.
- G.** Certification that the Applicant has not defaulted on an obligation covered by a mortgage, a surety or performance bond. If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances which such Applicant believes will explain the lack of certification. The City of Lovington/LEDC may then determine if such Applicant is or is not qualified
- H.** Eight (8) copies of the application 1 original and 7 copies shall be submitted

COST PROPOSAL

Total number of housing units proposed

Total proposed square footage of heated/cooled living area per unit

_____ **ft²**

Water utility extensions

\$ _____

Sewer utility

\$ _____

Street Extensions

\$ _____

Street or driveway work access

\$ _____

Drainage construction

\$ _____

Engineering & Survey of Public Infrastructure Other:

\$ _____

Lot Cost:

\$ _____

Sq Ft Costs:

\$ _____

INFRASTRUCTURE COST PER UNIT

\$ _____

TOTAL LUMP SUM

\$ _____

Printed Name of Applicant

Signature of Applicant

Housing Production Services – Additional Housing Units

The City of Lovington/LEDC requests that your application be made in conformance with the guidelines contained herein on the application form. The City of Lovington/LEDC intends to award a Project Participation Agreement, hereinafter referred to as "Agreement", to those Housing Development Firms submitting an application deemed to be fully qualified to provide Additional Housing Development as required by the City. The Agreement to be executed shall be in substantially the form attached hereto. All responses to this Request for Proposals must comply with the City of Lovington Procurement Code.

**REQUEST FOR PROPOSAL
HOUSING PRODUCTION SERVICES – ADDITIONAL
HOUSING UNITS**

TO: The City of Lovington, New Mexico

Proposal of _____
(Company Name)

A) A Corporation under the laws of the State of _____ ; or

B) A partnership consisting of _____ ; or

C) An individual trading as _____.

The undersigned applicant, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to applicants, this proposal form and the Detailed Specifications.

BY: _____

Typed or Printed Name

Address

City

State

Zip

Telephone Number

Date

NOTE: To be valid, application must be signed. The signature of a corporation is its president or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

DISCLOSURE: The Due Diligence Committee has the authority to modify or delete this RFP.

If applicable - offeror acknowledges receipt of the following AMENDMENT(S):

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

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 for 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 filled 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, which 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 either statewide or local office. A 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 un-reimbursed 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 Contributions(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Position (title)

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

NOTARY ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity.

State of _____ County of _____

On _____, 20____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ Print Name _____