

# City of Lovington



## REQUEST FOR PROPOSALS

### HOUSING PRODUCTION SERVICES – ADDITIONAL HOUSING UNITS

#### Due Date & Time

PROGRAM BEGINS ACCEPTING RESPONSES JULY 1, 2019  
PROGRAM ENDS JUNE 30, 2021

#### SUBMIT BID PROPOSALS TO:

Lovington Economic Development Corporation  
201 S. Main  
Lovington, NM. 88260  
(575) 396-1417  
[evelynholguin@lovingtonedc.org](mailto: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**. Written proposals will be received by Lovington Economic Development Corporation at the office of the Executive Director, 201 S. Main, Lovington, NM 88260.

Copies of the Request For Proposals will be available on July 1, 2019 from the Lovington Economic Development Corporation Offices.

**INITIAL SUBMITTAL DEADLINE – July 31, 2019. Thereafter, the City will continue to accept proposals pursuant to this RFP on the last work day of each month starting August 1, 2019 until June 30, 2021, or as long as City budgeted funds for market rate housing incentives are available, if earlier than June 30, 2021**

The proposal shall be mailed or hand delivered to:

**Lovington Economic Development Corporation**  
**201 S. Main**  
**Lovington, NM 88260**  
**Phone: (575) 396-1417**

All proposals must be received on or before the above date and time in the Lovington Economic Development Corporation Office. Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

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

CITY OF LOVINGTON, NEW MEXICO

Publish: Lovington Daily Leader – June 27, 2019, July 11, 2019  
Hobbs News Sun – July 2, 2019, July 15, 2019



## INSTRUCTION TO RESPONDENTS

1. **Envelopes containing proposals must be sealed and marked on the upper left hand corner with the name and address of the Respondent, the date and hour of opening, the name of proposal, and mailed or delivered to the before the time of opening.**
2. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
3. Proposals which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Lovington Economic Development Corporation, 201 South Main, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
6. Proposals must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
7. Proposals must be submitted on the price submittal form attached (if included in packet). **Any prices pertaining to exceptions must be attached to the proposals** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
8. Proposals received later than the time and date specified will not be considered.
9. Amendments to or withdrawals of proposals received later than the time and date set for proposal opening will not be considered.
10. Respondents or their representative may be present at the proposal opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the proposal invitation prior to the time and date of the bid opening.

12. The Purchasing Agent reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Lovington.
13. In the event the Respondent is unable to submit a proposal, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive invitations to respond will result in the removal of the Respondents name from the mailing list.
14. Respondents and/or vendors doing business with the City of Lovington must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979. The City of Lovington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders and respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
15. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at proposal openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after proposal opening will not be considered.
16. All contracts solicited by competitive sealed proposals for the City of Lovington require that the proposal amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
17. **All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS- 1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.

19. **All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
20. The City reserves the right to render payment of any invoices using the City's Procurement Card without incurring any penalty.

## CONDITIONS AND PROPOSAL OPENING PROCEDURES

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

Director and the department or committee.

12. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.
13. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
14. Do not submit alternate proposals unless instructed to do so, as they will not be considered.
15. Notice is hereby given that the City Commission reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
16. Any requested literature and one complete copy of the proposal, unless stated otherwise in the Request for Proposal, must be submitted with the proposal.
17. All proposals must be valid for a minimum of 90 days after bid opening, unless otherwise stated in the proposal sheet by the individual respondent or the City of Lovington.
18. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
19. This procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general as provided for by law, at the discretion of the contracted vendor(s).
20. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and proposers shall comply with Federal wage rates on applicable projects.
21. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.



22. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
23. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a proposal shall in his/her bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.
24. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

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

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

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This

exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

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

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

## **1. INTRODUCTION.**

**The City of Lovington desires additional new or renovated, rental or for sale, family homes, therefore existing occupied housing is ineligible. A minimum of 4 housing units per project location, in any combination of modular, manufactured, or site built.**

**The City of Lovington hereby invites competitive sealed proposals to encourage developers to build/install new family housing projects within the City Limits of the community. The City Commission has determined that a severe shortage of housing exists currently in Lovington and the surrounding areas. The City Commission 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 is seeking Housing Developer(s) 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 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. For proposals deemed to best meet the needs of the City, the City shall provide financial incentives to assist with financing the public infrastructure to support those housing development proposals. The City's participation may include any or all of the following funding assistance from the City:**

- The City shall provide funding to the developer for the actual cost, up to the maximum grant amount of public infrastructure of newly constructed streets, sidewalk, and utilities, with these infrastructure items to be designed and installed by the developer.**

### **B. Program Features and Requirements**

- The minimum project development size is 4 housing units per project location. Each approved project must be fully served by infrastructure when complete. Subsidy of privately owned on-site infrastructure is not permitted.**

- The City encourages infill property development. Infill infrastructure improvements will be funded to provide new or replacement water or sewer facilities, curbing, sidewalk, street improvements and paving, if additional housing is proposed as the project.
- Full Developer Financing for 100% of a project must be in place prior to award of proposals. The design of the project must be complete within 90 days of award of the contract with the City.
- Construction\Installation must be 50% complete within six months of award, with total completion within 1 year following award of the contract. Completion date may be extended for projects exceeding 20 units.

**C. Proposals 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.
- Financial statements demonstrating financial capacity of developer to complete the project.
- Fair Market Appraisal for each structure proposed by a certified appraiser.

**D. Construction/Installation Requirements:**

- All construction and installation of housing units and public infrastructure will meet currently adopted State of New Mexico regulations and requirements and APWA standards.
- Construction\Installation shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco, brick/stone or hardwood siding on all exterior surfaces.
- All vacant homes and lots within the project must be maintained to meet all City codes and ordinances. Failure to comply with City codes and ordinances shall void reimbursement for the completed home.
- Any variances or encroachments granted after July 1, 2016 for a particular lot or home shall void reimbursement for that completed home.
- All completed homes must have landscaping completed in the front yard and side yards prior to reimbursement being released.

- All completed homes must have fencing installed that conformed to the characteristics of the neighborhood prior to reimbursement being released.
- All completed homes must have ADA compliant sidewalks installed prior to reimbursement being released.
- All streets built must have ADA compliant ramps installed.
- 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 based on the following priorities. The exact basis or weight of each factor is shown below.

Priority	Weight
Capacity and capability of the Housing Development Company to build/install family housing in the City of Lovington, in compliance with State of New Mexico and City Building Codes and all City development regulations and policies; ability to perform the housing development work project in a timely manner; technical approach to the project. INCLUDES: Housing proposal with site plan and location, number and type of housing units, infrastructure needs and funding requirements.  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.	30%
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.	35%
Past performance of housing development activities either in Lovington or in other nearby cities	5%
New Mexico resident bidders preference provided a valid resident business certificate is submitted with the proposal.	30%

## **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 City Manager and/or City/Lovington EDC staff. City/Lovington EDC representatives may also visit existing housing projects in other communities, and will check references. Housing proposals may also be reviewed as necessary by the City staff.

## **4. INSTRUCTIONS TO BIDDERS**

- A.** Sealed bids will be received by the Lovington EDC, in accordance with the bid advertisement. Bidders shall use the bid form included with the specifications. Bid forms must bear the signature of the bidder to be considered. Pursuant to NMSA 1978, 13-1-191.1 (2006), bidders shall complete the attached Campaign Contribution Disclosure form. Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for the City of Lovington to reject bids.
- B.** Proposals must be submitted in a sealed envelope with the outside marked: HOUSING PRODUCTION SERVICES.
- 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 bidder is responsible solely to deliver his/her proposal to the proper place and at the time designated. The fact that a proposal was dispatched will not be considered.
- E.** Proposal Evaluation: The EDC will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the best responsible proposal. Negotiations may be conducted with responsible Offerer(s) who submit proposals found to be reasonably likely to be selected for award. The Lovington EDC will forward recommendations to the City Commission, which will make the final award(s). The proposal, if approved, will require the adoption of an Ordinance by the City of Lovington. The city reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive formalities.
- F.** It is agreed that proposals accepted by the City shall be valid for a period of ninety (90) days following the date of proposal opening. The City may request additional information from all applicants, if the City determines a submittal is incomplete and additional information is needed for any valid reason. Based on the above ranking schedule, the City will decide on each application at any time during the ninety day period. If determined the proposal is in the best interest of the City, the City may approve part of an application or may approve an application with conditions. All decisions of the City will be provided in writing.

- G. Any questions or clarifications regarding this proposal 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 one (1) year term from the date of written notification of award of proposal, with an option to extend for an additional sixty (60) days based on need as determined solely by the City.

### **B. Award of Contract(s)**

1. The City Commission of the City of Lovington, New Mexico, reserves the right to waive irregularities in proposals, and to reject any or all proposals or portions thereof; and may award to the offerer(s) whose proposals are deemed to be in the best interest of the City of Lovington. The City may also deviate or amend or waive any design standard or project requirement herein as determined to be in the best interest of the City of Lovington.
2. Proposals 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 bidder. Resubmitting must be prior to scheduled deadline for consideration.
3. Maximum Grant Amount is \$6,000.00 per housing unit. Actual grant amount will be awarded based upon actual costs of infrastructure improvements not to exceed market rates.

### **C. Payments**

City subsidy shall be paid when the project is complete and certificate of occupancy is issued. If project proposal is for the construction of more than four (4) units, payment will be paid after completion of every four units. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

### **D. Insurance**

The successful offerer(s) shall obtain, and provide proof thereof, to the City 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.

The City of Lovington shall be named as an additional insured on all of the above.

#### **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, with all required schedules, documents, or other such information that may be required by City must be included in application.
- B. A proposal 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 amount of units.
- C. A Project Narrative Statement that addresses the evaluation criteria set forth in this RFP.
- D. Current financial statement for the Applicant, listing all other real estate investments as applicable, including a current independent financial audit, if available. (Please submit financial statements in a separate sealed envelope.)
- E. A proposed budget for the housing project including development costs, loan information and other costs.
- F. Information on the Applicant, including board members for a Corporation, number of employees, location of corporate headquarters, etc. Please include documentation that applicant is duly organized in accordance and is in good standing with any state authorities such as the Public Regulation Commission.
- G. The City may require that the applicant provide proof of available funds to complete the project, and documentation concerning the real estate interest in the proposed site.
- H. 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 may then determine if such Applicant is or is not qualified.
- I. Proposal submission form, Campaign Contribution Disclosure Form and Cost Proposal as noted in the RFP.
- J. Eight (8) copies of the proposal shall be submitted.



**COST PROPOSAL**

<b>Total number of housing units proposed</b>	_____
<b>Total proposed square footage of heated/cooled living area per unit</b>	_____ <b>ft<sup>2</sup></b>
<b>Water utility extensions</b>	\$ _____
<b>Sewer utility</b>	\$ _____
<b>Street extensions</b>	\$ _____
<b>Street or driveway work access</b>	\$ _____
<b>Drainage construction</b>	\$ _____
<b>Engineering &amp; Survey of public infrastructure</b>	\$ _____
<b>Other:</b> _____	\$ _____
<b>Other:</b> _____	\$ _____
<b>Other:</b> _____	\$ _____
<b>INFRASTRUCTURE COST PER UNIT</b>	\$ _____
<b>TOTAL LUMP SUM OF INFRASTRUCTURE COST REQUESTED</b>	\$ _____

\_\_\_\_\_  
**Printed Name of Applicant**

\_\_\_\_\_  
**Signature of Applicant**

**Housing Production Services – Additional Housing Units**

The City requests that your proposal be made in conformance with the guidelines contained herein on the proposal form. The City intends to award a Development Agreement, hereinafter referred to as "Agreement", to those Housing Development Firms submitting a proposal 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 offerer, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to Offerers, this proposal form and the Detailed Specifications.

BY: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

NOTE: To be valid, bid 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.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - offerer 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 filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

**Applicable public official means** a person elected to an office or a person appointed to complete a term of an elected office, 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