

# City of Lovington



**INVITATION FOR BID  
#2023 LOT B**

**SALE OF REAL PROPERTY  
LOT B –5 ACRES IN THE INDUSTRIAL PARK,  
LOVINGTON, NM**

**Bid Due Date & Time  
November 15, 2023  
1:00 p.m. (MST)**

**SUBMIT BID PROPOSALS TO:  
City Procurement Officer  
City Hall  
214 S. Love St.  
Lovington, NM 88260**

**LEGAL NOTICE OF INVITATION TO BID  
LOVINGTON, NEW MEXICO**

**SALE OF REAL PROPERTY  
LOT B- 5 ACRES IN THE INDUSTRIAL PARK, LOVINGTON, NM  
DUE DATE: November 15, 2023 1:00pm**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on November 15, 2023 at 1:00 p.m. (MST) for the sale of Lot B - 5 acres in the Industrial Park, Lovington NM, legally described as lot B in the SE quarter of section 25, township 16 south range 36 east, Lovington, Lea County, NM. Minimum purchase price is \$\_\_\_\_\_. The property has restrictions in place that limit development of the property to commercial or industrial uses only. Development of the property must begin within six (6) months of closing and construction must be substantially completed within 24 months of closing. The City of Lovington has the option to purchase the lot back at sell cost if conditions are not met. Additional restrictions and acceptable uses will be identified in the purchase agreement. Proposals will be reviewed and may be rejected based on incomplete information.

The Invitation to Bid, any future addenda, and all related information may be obtained from the City of Lovington's website at [www.lovington.org](http://www.lovington.org) under "Procurement" or by contacting the Planning and Zoning Coordinator, Crystal Ball, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [cball@lovington.org](mailto:cball@lovington.org).

David Miranda, City Manager

Publish in: Lovington Leader October 24, 2023

**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

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

**COMMODITY CODES:**

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

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

5-DIGIT CODE	ITEM DESCRIPTION
99884	Real Estate (Incl. Buildings, Houses, Land, etc.), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items

## INSTRUCTION TO BIDDERS

1. **Envelopes containing bids 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, invitation to bid number and mailed or delivered to the address before the time of opening.**
2. Bids 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 **Procurement Officer, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
3. All prices should be stated in units or quantities specified, with packing and delivery charges included.
4. Bids 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.
5. Bids must be submitted on the bid price submittal form attached. **Any prices pertaining to exceptions must be attached to the bid** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
6. Bids received later than the time and date specified will not be considered.
7. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
8. Respondents or their representative may be present at the bid opening.
9. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
10. The Purchasing Agent reserves the right to correct any bid awarded erroneously as a result of a clerical error on the part of the City of Lovington.
11. 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.
12. All contracts solicited by competitive sealed proposals for the City of Lovington require that the bid 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)
13. All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the proposal. 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. All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 Failure to do so may cause the proposal to be rejected by the City of Lovington.
15. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.

## CONDITIONS AND BID OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the Respondent, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. 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.
4. 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.
5. All bids must be clearly marked on the outside of the envelope with the invitation number, time and opening date. Should a bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
6. All interested parties are invited to attend bid openings of the City of Lovington.
7. Bids will be opened and read aloud at precisely the time, the date and the place stipulated in the Invitation for Bid and in the legal notice published in the newspaper.
8. Bids will be opened and read aloud in front of whomsoever is present at the scheduled time and place.
9. Each bid will be evaluated by the Procurement officer and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the procurement officer with the aid of the appropriate department head.
10. The procurement officer and the department or committee will rule on any point needing clarification.
11. The apparent low Respondent, meeting specifications, will be determined by the procurement officer 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. Do not submit alternate bids unless instructed to do so, as they will not be considered.
14. Notice is hereby given that the City Commission reserves the right to reject any and all bids 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.
15. Any requested literature and one complete copy of the bid, unless stated otherwise in the invitation for bid, must be submitted with the bid.
16. All bids must be valid for a minimum of ninety (90) days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.

17. 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.

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

To the full extent permitted by law, bidder 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 bidder as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section bidder 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 bidder 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 bidder 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.

Bidder 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. Bidder 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 bidder in the performance of this agreement. In the event bidder fails to obtain such indemnity obligations from others as required here, bidder 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 bidder and shall survive the termination of this agreement or this section.

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

## 1.0 PURPOSE

The purpose of this Invitation for bids is to solicit sealed proposals to sell Lot B - 5 acre parcel of real property located within the Industrial Park, legally described as lot B in the SE quarter of section 25, township 16 south range 36 east, Lovington, Lea County, NM. Proposed price must be on the bid sheet. This parcel is in close proximity to Navajo Refinery on S Main St. The sale of this property is for surface title only.

## 2.0 PROJECT DESCRIPTION

It is the City's intention for the buyer to add value to this property. The sale shall be conditioned upon the offer, use of the property, proposed improvements, timetable for beginning and completing development. Development of the property must also be in process within 6 months of closing and construction must be substantially completed within 24 months of closing. The City of Lovington has the option to purchase the lot or lots back at sell cost if conditions are not met.

The following legal description is included to precisely define the property for quick claim deed:

THE SURFACE ESTATE ONLY OF:

LOT B IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 36 EAST CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO

"EXHIBIT A" is a representation of the property location but does not constitute the actual legal boundary description of the property.

## 3.0 SPECIAL NOTES

- A. Interested parties must complete and submit the Offer to Purchase (Attachment A) indicating the amount offered for the property. All offers submitted shall remain valid for a period of ninety (90) calendar days from the opening date of the Bid. In case of ambiguity or lack of clearness in stating bid proposals, the City of Lovington, New Mexico, reserves the right to adopt the most advantageous thereof or to reject any or all proposals and waive irregularities.
- B. Minimum purchase price for this property has been established at \$\_\_\_\_\_.
- C. The City agrees to provide Buyer with a standard quick claim deed for the property. The cost of the title policy, deed recording, and any other closing costs will be the responsibility of the Buyer. The Buyer shall be responsible for the cost of extended forms of title insurance coverage as determined and requested by the Buyer.
- D. The City shall retain the right of first refusal should the respondent desire to sell the property.
- E. The sale of this property is limited to Commercial or Industrial uses only.
- F. The property is located within the City limits and is in Zone D – Industrial Zone.
- G. **No** portion of this property may be utilized for permanent or temporary residential uses, to include site-built homes, manufactured homes, modular homes, recreational vehicles (RV's), trailer houses, or mobile homes.
- H. Development of the property must begin within six (6) months of closing and construction must be substantially completed within twenty four (24) months of closing.
- I. Buyer or any future owner(s) shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted, which in any manner shall affect the use of the premises.
- J. Attachments "A" and "B" must be submitted with the response.
- K. The Campaign Contribution Disclosure Form must be submitted with the response.

**City of Lovington**

**ATTACHMENT A  
OFFER TO PURCHASE  
LOT B – 5 ACRES in the INDUSTRIAL PARK, LOVINGTON, NM**

**DUE DATE: November 15, 2023 @ 1:00PM**

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

The following legal description is written to define the property:

THE SURFACE ESTATE ONLY OF:  
THE WEST 36 FEET OF LOT SIX (6) AND THE EAST 32 FEET OF LOT SEVEN (7), BLOCK THREE (3), HIGH SCHOOL ADDITION TO THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO

**OFFER AMOUNT:**     \$ \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

**SIGNATURE OF OFFEROR:** \_\_\_\_\_

**Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260  
Deadline: November 15, 2023 by 1:00 p.m. (MST)**



**ATTACHMENT B  
PROPERTY NARRATIVE**

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

**CATEGORIES:**

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

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

**3. Timetable for Development on the property:** (Use additional sheets if necessary)

(Development of the property must also be in process within 6 months of closing and construction must be substantially completed within 24 months of closing. The City of Lovington has the option to purchase the lot back at sell cost if conditions are not met.)

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

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or

business 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.

Name(s) of Applicable Public Official(s) if any:  
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

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

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

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

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

Purpose of Contribution(s): \_\_\_\_\_  
(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

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

--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)

"EXHIBIT A"

