

# VILLAGE OF BOSQUE FARMS

Post Office Box 660  
Peralta, NM 87042

1455 West Bosque Loop  
Bosque Farms, NM 87068

Phone: (505) 991-6611  
Fax: (505) 505-869-3342  
Email: [clerkadmin@bosquefarmsnm.gov](mailto:clerkadmin@bosquefarmsnm.gov)



Chris Gillespie, Mayor

Council:  
Ronita Wood  
Michael Cheromiah  
Erica DeSmet  
Tim Baughman

**THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS REGULAR MEETING ON THURSDAY, OCTOBER 24<sup>TH</sup>, 2024 IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:00PM.**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENT FOR NON-AGENDA ITEMS**  
*(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)*
5. **PRESENTATION**  
Youth Partnership Program with United Waste – Rheganne Vaughn
6. **DEPARTMENTAL REPORTS**
7. **MAYOR & COUNCIL REPORTS**
8. **COUNCIL TO REVIEW & TAKE ACTION PREVIOUS MINUTES**  
Attachment A – 09-19-24 Regular Meeting Minutes.pdf
9. **COUNCIL TO REVIEW AND TAKE ACTION ON TREASURER’S REPORT**
10. **MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, STATE FIRE MARSHAL’S OFFICE AND LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPTMENTS.**  
Attachment B – MOU State Fire Marshall and the Village of Bosque Farms.pdf

“PRESERVING RURAL AMERICA”

**11. COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1055-24 PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NMDOT**

Attachment C – Resolution 1055-24.pdf

**12. COUNCIL TO ENTER PUBLIC HEARING REGARDING TITLE TRANSFER FOR PERRY SONG LEE (KELLY LIQUORS)**

Attachment D – Title Transfer Request.pdf

**13. COUNCIL TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON TITLE TRANSFER FOR PERRY SONG LEE (KELLY LIQUORS)**

**14. COUNCIL TO HOLD A PUBLIC HEARING FOR APPROVAL OF BUSINESS LICENSE BLACK SHEEP TATTOO STUDIO.**

Attachment E – Business License Black Sheep Tattoo Studio.pdf

**15. COUNCIL TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON BUSINESS LICENSE BLACK SHEEP TATTOO STUDIO.**

**16. COUNCIL TO NOMINATE AND SELECT ONE MEMBER OF COUNCIL AND MEMBER OF THE PUBLIC FOR RFP SELECTION COMMITTEE FOR ENGINEERING SERVICES.**

Attachment F – RFP for On-call Engineering Services.pdf

**TIME AND PLACE OF NEXT MEETING**

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY WILL BE HELD ON THURSDAY, NOVEMBER 21, 2024.

**ADJOURNMENT**

**PLEASE NOTE:** *The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the office of the Village Clerk at (505) 991-6611 at least three (3) calendar days prior to the meeting. Public documents including the agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity, or service sponsored by the Village. Contact the office of the Village Clerk/administrator for more information.*

“PRESERVING RURAL AMERICA”



**MINUTES**  
**VILLAGE OF BOSQUE FARMS**  
**REGULAR COUNCIL MEETING**  
**THURSDAY, AUGUST 15, 2024 AT 6:00 P.M.**  
**COUNCIL CHAMBERS**

1. **Call to Order**

Meeting called to order at

Please turn off cell  
phones or set to silent  
mode

2. **Pledge of Allegiance**

Mayor Gillespie led those in attendance in the Pledge of Allegiance.

3. **Roll Call/Determination of Quorum**

RW	✓	MC	✓	ED	✓	TB	✓
Quorum present		Yes	No				

4. **Executive Session Pursuant to 10-15-1(2) NMSA, 1978 Hiring of A Code Enforcement Officer and One Police Officer.**

*The council reconvened in open session approximately at 6:22 PM. Clerk Limon stated to the Public that the only items discussed in the Executive session were only those items listed on the agenda and no action was taken in Executive Session.*

5. **Approval of Agenda**

<b>A C T I O N</b>	Motion	<b>Approval of Agenda with modification to hiring one Police officer rather than two.</b>		
	Made by:	Cheromiah		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Yes Councilor Baughman-Yes
	Second by:	DeSmet		
	Motion carried?	PASSED	FAILED	

## 6. Public Comment

Commissioner Michael Baber spoke about graffiti that was vandalizing the walking path and requested the village maintenance take action in cleaning it or asking for permission that he himself would feel comfortable removing the graffiti as well.

Resident Peggy (last name unknown) Requested updates from the Clerk admin regarding the Water system complying. Clerk Limon summarized the recent notice from NMED of how the Village system is within compliance with levels related to arsenic.

## 7. Departmental Reports

- a. Police Chief
  - i. LT. Dominguez provided Bosque Farms Police Statistics for the month of August.
- b. Court
  - i. Deputy Clerk Shaline read updates on behalf of Judge Eldridge regarding court cases and citations.
- c. Clerk
  - iii. Clerk Limon shared the following updates:
    - On October 17<sup>th</sup> the Village will be hosting a public hearing during its regular Council meeting for the transfer of a Liquor License regarding Kelly's Liquors. To the Staff's knowledge this transfer is from one family member to another.
    - A Request for Proposal for an on-call engineer has been drafted by the Clerk Administrator, I am currently looking to have this RFP posted in the Albuquerque Journal starting September 27<sup>th</sup>, 2024, and have it run for two weeks. Final submission and acceptance of bids is currently scheduled for October 31<sup>st</sup>. The Clerk Administrator would suggest to the council that a board of five members be nominated at the October meeting to review bids. The Clerk/Administrator recommends the board consist of 3 Village employees: the Village Clerk/ Deputy Clerk and Treasurer with One Council Member and possibly a member of the Public.
    - Final Project Walk-through for the West Loop Road improvement project by Start paving is taking place Tuesday September 24<sup>th</sup>, 2024. The clerk's office will be in attendance.
    - The final Budget was approved by DFA on August 31<sup>st</sup>, Village Staff will look to input the budget into our system.
    - The following grant applications were submitted: Fire Fund – Community Center Improvements – ADA improvements for the baseball field. In other related grant news Capital outlay was authorized for new Police units and radios. Heating and Cooling improvements for the Police and Fire Department have also been authorized.

- As of 9/17/24 Shaline Lopez has achieved her Certified Master Clerk Certification, to the Administrator's current knowledge this is the first time in Bosque Farms' history that two certified clerks are on staff at the same time. I would like to commend and thank Ms. Lopez on her dedication to the Village and the state of New Mexico.
- Today, September 19, 2024, the Clerk's office attended a Federal Grants and New Guidelines workshop organized by Representative Melanie Stansbury. Here staff learned of upcoming changes to grants.gov. These changes will ensure the application process is smoother and streamlined for federal funds and will simplify the language describing who can apply and as well as the scope of the intended applicant.
- The Village was notified recently that we were selected for a total of \$131,250.00 from the FY25 Firefighter recruitment fund. (DFA) These funds allow for municipalities to recruit uncertified EMT's or Certified. Research is being performed by the Clerk Administrator, Deputy Clerk and Treasurer to see how these funds could be best utilized to hire and EMS director.
- A potential tattoo studio is to have a public hearing at the next regular Planning & Zoning Meeting regarding its business license. The potential business owner is by the name Erik Martinez, location would be 445 Bosque Farms Blvd, owner has provided all information necessary to proceed before the Commission.
- 37 properties were flagged for non-compliance regarding weeds for the Month of August.
- With the onboarding of the new code enforcement officer the Village is issuing 3 letters when dealing with violation of Village Ordinances pertaining to Zoning. The first letter states the ordinance and violation and the 10-day timeline to come within compliance. A second letter is then delivered if no improvement to the property has been performed stating that after 15 days the property will be fined and issued a summons to the local court. The 3rd letter is the official court summon.
- Currently Code enforcement and the Acting Zoning Administrator have noticed an increase in structures constructed without a Village Permit. This volume is believed to have increased due to the confusion of turnover in Village Staff and in which the Clerk Administrator can review and permit residents. The current average turnover for documents when received by the clerk is 96 hours (4 days). Staff would advise residents to continue to follow best practices with building car-ports -barns or any other land improvements and contact the Village Clerk for information on what is required for a permit. To not inconvenience residents who were affected by Village turnover the Clerk Administrator would believe it to be a best practice for the Zoning Commission to begin hosting Variance hearings to bring non-compliance buildings into compliance so long as they do not affect the character of neighborhood, and health and wellness. While the Clerk Administrator is aware this may set a precedent to violate village ordinances and come for forgiveness after building, I would also recommend attaching fines already listed in Village Ordinances not to exceed \$500 to be apart of this process as well.

## 8. Mayor & Council Reports

### a. Mayor

- i. Shared updates regarding code enforcement and the expected changes to occur with residents being made aware of compliance with ordinances.

### Council

- ii. Councilor Baughman suggested to residents that if they know of any elderly in need of assistance with their weeds to put him in contact and he would assist with mowing yards.
- iii. Councilor Cheromiah thanked the Valencia County News Bulletin for it's article regarding his interview.
- iv. Councilor DeSmet recapped details of an application for improvements to the community center and the ballpark and thanked Deputy Clerk Lopez for her assistance in performing that application.
- v. Councilor DeSmet shared awareness of suicide prevention month.
- vi. Councilor Wood shared updates regarding the most recent Valeo meeting.

## 9. Council to Review and Take Action Previous Minutes.

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of Minutes 08-15-24 with Amendments to missing Adjournment, &amp; Spelling Errors and time of Adjournment.</b>		
	<b>Made by:</b>	<b>Cheromiah</b>		<b>Councilor Wood-Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes</b>
	<b>Second by:</b>	<b>Baughman</b>		
	<b>Motion carried?</b>	<b>PASSED</b>	<b>FAILED</b>	

## 10. Council to Review and Take Action on Contract with Fable Cheney – Hoesch for Training Services.

Clerk Administrator Limon recapped his conversation with PERA, and how a contracted employee can only work as an advisement role and her contract must remain the same as originally presented.

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of contract with no amendments to terminology regarding work responsibilities &amp; establishing duties of the Utilities clerk.</b>		
	<b>Made by:</b>	<b>Baughman</b>		<b>Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet-Yes Councilor Baughman-Yes</b>
	<b>Second by:</b>	<b>Cheromiah</b>		
	<b>Motion carried?</b>	<b>PASSED</b>	<b>FAILED</b>	

11. **Council to Review and Take Action on Hiring Code Enforcement Officer.**

Councilor DeSmet announced her distant relation to the potential candidate Fermin Otero and wished to recuse herself from Voting for his employment.

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of Fermin Otero as Code Enforcement</b>	
	<b>Made by:</b>	<b>Cheromiah</b>	<b>Councilor Wood- Yes</b> <b>Councilor Cheromiah- Yes</b> <b>Councilor DeSmet- N/A</b> <b>Councilor Baughman- Yes</b>
	<b>Second by:</b>	<b>Baughman</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

12. **Council to Review and Take action on Hiring One Police Officer**

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of hiring one police officer</b>	
	<b>Made by:</b>	<b>Wood</b>	<b>Councilor Wood- Yes</b> <b>Councilor Cheromiah- Yes</b> <b>Councilor DeSmet- Yes</b> <b>Councilor Baughman- No</b>
	<b>Second by:</b>	<b>DeSmet</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

13. **Council to Review and Take Action on Resolution 1053-24 Signature Authority for NMED Grant F-201 Wastewater Improvements Plan**

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of Resolution 1053-24</b>	
	<b>Made by:</b>	<b>Baughman</b>	<b>Councilor Wood- Yes</b> <b>Councilor Cheromiah- Yes</b> <b>Councilor DeSmet- Yes</b> <b>Councilor Baughman- Yes</b>
	<b>Second by:</b>	<b>DeSmet</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

14. **Council to Review and Take Action on Resolution 1054-24 Signature Authority for NMED Grant H-2511 Arsenic Removal**

<b>A C T I O N</b>	<b>Motion</b>	<b>Approval of Resolution 1054-24</b>	
	<b>Made by:</b>	<b>Wood</b>	<b>Councilor Wood- Yes</b> <b>Councilor Cheromiah- Yes</b> <b>Councilor DeSmet- Yes</b> <b>Councilor Baughman- Yes</b>
	<b>Second by:</b>	<b>Baughman</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

15. **Council to Review and Take Action on Treasurer's Report**

Treasure Maes recited the financials for the Village for the previous month.

A C T I O N	Motion	<b>Approval of the Treasurer’s Report as presented</b>		
	Made by:	Baughman		Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

**16. Council to Hold A Public Hearing For Dolores Torres Located on 3671 State hwy 47 Peralta, NM Regarding Water Services.**

*Council requested a vote to begin discussion for the public hearing.*

A C T I O N	Motion	<b>Approval to enter public hearing.</b>		
	Made by:	Baughman		Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

Dolores Torres stated her request to utilize Village Water for her home.

Clerk Administrator Limon requested to table the item until further notice due to the pending health of the current water/wastewater system and for a agreement to be drafted with the town of Peralta to serve residents.

*Council requested a vote to end discussion and vote on the item.*

A C T I O N	Motion	<b>End Public Hearing &amp; Begin Final Vote on item.</b>		
	Made by:	Baughman		Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

A C T I O N	Motion	<b>Approval to table until further notice.</b>		
	Made by:	Wood		Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes
	Second by:	Baughman		
	Motion carried?	PASSED	FAILED	

**ADJOURNMENT**  
**7:44 PM**



## **Attachment A**

The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the office of the Village Clerk at (505) 991-6611 at least four (4) calendar days prior to the meeting. Public documents including the agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity, or service sponsored by the Village. Contact the office of the Village Clerk/administrator for more information.



MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY  
MANAGEMENT, STATE FIRE MARSHAL'S OFFICE  
AND  
LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPARTMENTS

**PURPOSE:** To have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office. To promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

**SCOPE:** The State Fire Marshal shall adopt rules and regulations (fire codes) for prevention and control of fires (NMSA 1978, Section 59A-52-15) and may use an authorized officer or designated agent to enforce these provisions (NMSA 1978, Section 59A-52-19). The State Fire Marshal is authorized to cooperate with agencies in this state (NMSA 1978, Section 59A-52-5). Therefore, this agreement is implemented to activate the above provisions, as indicated below.

**COOPERATIVE DISCLAIMER:** This Memorandum of Understanding does not prohibit the Village of Bosque Farms or the State Fire Marshal's Office from requesting assistance from each other pertaining to any fire code enforcement inspection or origin and cause investigation. The State Fire Marshal Division reserves the right to conduct any inspection or investigation of state buildings in accordance with this memorandum of understanding.

**METHODOLOGY:** The Village of Bosque Farms shall assume the responsibility for conducting the indicated activities in a timely manner, document and store the appropriate records and provide information of such activities as required by the State Fire Marshal's Office. The Village of Bosque Farms shall conduct such activities following current accepted procedures and in adherence to state codes and/or rules. Activities may be documented on forms currently used by the Village.

**PARTICIPATING LOCAL GOVERNMENT:** Bosque Farms

Full name of local government: Village of Bosque Farms.

County: Valencia County

Fire Departments Included in this Partnership Agreement:

Name of Municipal Fire Chief (and/or Marshal):

Aaron O. Brogdon

Fire Code Enforcement Inspections ACCEPTED: The Village of Bosque Farms Volunteer Fire Department accepts responsibility for the following code enforcement activities (this memorandum of understanding does not include the inspection of state-owned or leased buildings except for as permitted below). Please select all that apply:

None

Conduct all fire-related investigation within the district's/Department's jurisdictional boundaries only.

Conduct all fire code inspections within the district's/Department's jurisdictional boundaries only.

Conduct plans review and acceptance testing of suppression and detection systems (including all other types of fire protection systems).

Indicate below all property types that your District/Department declines to accept code inspections and enforcement responsibility for (e.g., Public Schools, Charter Schools, Universities and Colleges, etc.)

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**For Schools, Charter Schools, Universities and Colleges: A report of the school(s) name, address, date of inspection, and name of Department's personnel performing the inspection will be sent to the State Fire Marshal's Office, Code Enforcement Bureau, upon request, but no more frequently than once each calendar year. Full reports are not required.**

Please provide copies of all training records and certifications for those personnel performing plan reviews, acceptance testing, or fire code enforcement inspections to the State Fire Marshal's Office.

The Village of Bosque Farms must also provide the State Fire Marshal's Office with

copies of all fire code inspections, plan reviews, and acceptance testing records as regularly requested by the Fire Marshal's Office. The State Fire Marshal's Office will regularly audit these inspections, reviews, and records to ensure compliance with current Fire Codes 10.25.5.1–10.25.5.20 NMAC, Title 10, Public Safety and Law Enforcement, Chapter 25, Emergency Management, Part 5.

If at any time the Village of Bosque Farms is unable to fulfill its responsibilities as the authority having jurisdiction, it will notify the State Fire Marshal's Office in writing within 30 days.

**RESPONSIBILITIES OF THE STATE FIRE MARSHAL'S OFFICE, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:** The State Fire Marshal's Office retains all code enforcement and inspection responsibility for all other state buildings in the Village of Bosque Farms district.

THIS AGREEMENT BECOMES EFFECTIVE as of the date set forth below upon which it is executed by the Parties, shall have a term of five (5) years from the effective date, and can be extended by mutual agreement of the Village of Bosque Farms and the New Mexico State Fire Marshal's Office in writing.

**Local Fire Chief or Fire Marshal:**

\_\_\_\_\_  
Printed Name of Local Fire Chief or Fire Marshal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**State Fire Marshal or designee:**

\_\_\_\_\_  
Printed Name of State Fire Marshal or designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City/Local Entity:**

\_\_\_\_\_  
Printed Name of Local Executive Official (e.g., Mayor):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK

\_\_\_\_\_  
VILLAGE ATTORNEY'S OFFICE:

**Village of Bosque Farms RESOLUTION 1055-24  
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW  
MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Bosque Farms** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$350,000** to be funded in proportional share by the parties hereto as follows:

CN L300358 Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2025 Local Government Road Fund</u></b>	<b>\$262,500</b>	<b>\$87,500</b>	<b>\$350,000</b>
Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management			

WHEREAS, the **Village of Bosque Farms** shall pay all costs, which exceed the total project cost of **\$350,000**.

NOW THEREFORE, be it resolved in official session that **Village of Bosque Farms** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Village of Bosque Farms** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Village of Bosque Farms**, \_\_\_\_\_ (name or title), shall have signature authority to bind the **Village of Bosque Farms** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Bosque Farms** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Bosque Farms** to enter into Cooperative Agreement for Project Control Number **L300358** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Winchester Dr - Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management** within the control of **Village of Bosque Farms** in the State of New Mexico.

\_\_\_\_\_  
*(Chris Gillespie, Mayor)*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*(Michael Angelo Limon Clerk Administrator)*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*(Yvonne Maes, Treasurer)*

\_\_\_\_\_  
DATE



Received  
MAY 24 2024  
STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda McDaniel, Secretary  
Andrew Vallejos, Director

**Transfer of Dispenser Type Liquor Application | \$200.00 Application Fee, non-refundable**

ABC USE ONLY: Application Fee \$ 200 Received on: 5-24-24 Receipt No. \_\_\_\_\_  
License Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_  
Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

License Number: 0759 License Type Liquor license  
Record Owner of Existing License: Kellys Liquors 16, LLC  
Current D/B/A Name: Kellys Liquors  
Current Premises Address: 395 Bosque Farms Blvd, Bosque Farms, NM 87068  
Current LOD: Bosque Farms Is License moving out of Local Option District?  Yes  No

Check appropriate boxes:  
Application is for:  Transfer of Ownership  Transfer of Ownership and Location  Transfer of Location Only  
Applicant is  Individual  Limited Liability Company  Corporation  Partnership (General/Limited)

NAME OF APPLICANT: ~~Perry Sang Lee~~ <sup>PSL</sup> S & H Entertainment, LLC  
D/B/A Name to be used: Kellys Liquors Business Phone No: 505)916-5656  
Mailing Address: 395 Bosque Farms Blvd, Bosque Farms, NM 87068  
Email (required) kellysinbsqf@gmail.com

Physical location where license is to be used: 395 Bosque Farms Blvd, Bosque Farms NM 87068  
County: Valencia (Include street number / highway number / state road, city, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location?  Yes  No If Yes, License # / Type: 0759  
Contact Person: Perry Sang Lee Phone #: 714)392-7978 Email: kellysinbsqf@gmail.com

I, (print name) Perry Sang Lee, as (title) Owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.  
Signature of Applicant: \_\_\_\_\_ Date: 05/07/2024

Notary Public Use Only: (State of New Mexico, County of Valencia)  
SUBSCRIBED AND SWORN TO before me this 7 day of May, 2024  
By: Perry Sang Lee Notary Public: [Signature]  
Date my Commission Expires: July 8, 2026

STORMIE FRANCIS ULIBARRI  
Notary Public - State of New Mexico  
Commission # 1138337  
My Comm. Expires Jul 8, 2026

Local Option District Use Only: Local Governing Body of \_\_\_\_\_ City, County, Village \_\_\_\_\_  
Public Hearing held on \_\_\_\_\_ 20\_\_\_\_ Please check one:  Approved  Disapproved  
Signature of City/County Official: \_\_\_\_\_ Title: \_\_\_\_\_

Alcoholic Beverage Control Division Use Only:  Approved  Disapproved, \_\_\_\_\_  
Signed by Director: \_\_\_\_\_ Date: \_\_\_\_\_





**NMRLD**  
 NEW MEXICO  
 REGULATION &  
 LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
 Clay Bailey, Superintendent  
 Phillip A. Sanchez, Director

AUG 26 2024

August 20, 2024

By Certified Mail No.: 7021 2720 0001 2204 8587      7021 2720 0001 2204 8587

Village of Bosque Farms  
 Gayle A. Jones, MMC  
 PO Box 660  
 Peralta, NM 87042

Lic. No. /Appl. No.:      Dispenser Liquor License No. DIS-000555  
 Name of Applicant:      S&H Entertainment, LLC  
 Doing Business as:      Kelly Liquors  
 Proposed Location:      395 Bosque Farms Blvd.  
    Bosque Farms, New Mexico 87068

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that the governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing.
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and





regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing.

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

**THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-000555, PREVIOUSLY DISPENSER LICENSE NO. 0759.**

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

*Tammy Sandoval*

Tammy Sandoval, Hearing Officer  
Alcoholic Beverage Control Division  
Phone: (505) 795-4165  
Email: [tammy.sandoval@rld.nm.gov](mailto:tammy.sandoval@rld.nm.gov)

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)

*Note: The premises is not moving from the current location, which has already been established, therefore, the Page 2, Location and Ownership and the Zoning Statement were not required for the Application*





**MINUTES  
VILLAGE OF BOSQUE FARMS  
PLANNING & ZONING COMMISSION  
REGULARLY SCHEDULED MEETING  
MONDAY, OCTOBER 14, 2024 AT 6:30 P.M.  
COUNCIL CHAMBERS LOCATED  
1455 WEST BOSQUE LOOP**

1. **Call to Order**

Meeting called to order at 6:30PM
--------------------------------------

Please turn off cell phones or set to silent mode
---

2. **Pledge of Allegiance**

*Commissioner Schauss lead the Pledge of Allegiance*

3. **Roll Call/Determination of Quorum**

SE	✓	DG	✓	MB	✓	KS	✓	JH	✓
Quorum present		Yes	No						

4. **Approval of Agenda**

<b>A C T I O N</b>	<b>Motion</b>	<b>Approve the Agenda for October 14<sup>th</sup> 2024</b>	
	Made by:	Commissioner Baber	Commissioner Eastman-Yes Commissioner Garrison -Yes Commissioner Baber- Yes Commissioner Schaus- Yes Commissioner Hale- Yes
	Second by:	Commissioner Garrison	
	Motion carried?	PASSED	

5. **Public Comment**

None.

## 6. **Departmental Reports**

Clerk Administrator Limon shared the following updates:

- Sixteen properties have been served with criminal complaints regarding weeds. Those cases will be heard in our court on October 31<sup>st</sup>, 2024.
- Seven properties have been served with their second warning regarding weeds, if not taken care of property owners will be summoned to court in November.
- A Public hearing will be held at the next planning and zoning commission meeting for a variance of structure setbacks regarding 1680 Carpenter Drive. Measurements were not accurate to design nor by the measurements of the Clerk therefore resident has requested variance due to costs.
- Another Tattoo/Art Studio wishes to open up shop in the Village of Bosque Farms – Name Wyckd(Wicked) kitty Ink LLC Public hearing for Planning & Zoning will be held November 4<sup>th</sup> before Council with recommendation of Planning and Zoning on November 21<sup>st</sup>.
- Notice of Public Hearing for Kelly Liquor title transfer will take place October 24<sup>th</sup> at the regular Village Council Meeting.
- 5 New permits have been approved via the administrator for the month of October 4 deal with sheds, one is a whole new garage accessory structure.
- In the month of September new code enforcement officer Fermin Otero and Commissioner Joe Hale attended in Carlsbad
- Village staff will be delivering information to FEMA tomorrow October 15,2024 regarding Village records that were requested. A total of 13 properties were identified to be missing elevation certificates and missing applications with construction performed. Code Enforcement and Clerk Administrator are working with property owners to identify information and review Village records.
- A New Panni shop is planning on opening on the Blvd. within Bosque Farms. The owner's name is Nicolette Quesada. Will look to have more information by next Council meeting.

## 7. **Chairwoman & Commission Reports**

Commissioner Hale recapped his training experience for the commission from the month of September.

**8. Commission to Review and Take Action on Previous Planning & Zoning Commission Meeting Minutes**

Attachment A – 09-09-24 Draft Minutes.pdf

<b>A C T I O N</b>	<b>Motion</b>	<b>Approve of Minutes listed 9-9-24 with corrections to the Spelling of Commissioner Schaus last name.</b>	
	<b>Made by:</b>	<b>Commissioner Baber</b>	<b>Commissioner Eastman - Yes                  Commissioner Garrison -Yes                  Commissioner Baber - Yes                  Commissioner Schaus - Yes                  Commissioner Hale - Yes</b>
	<b>Second by:</b>	<b>Commissioner Garrison</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

**9. Commission to Enter Public Hearing Regarding Black Sheep Tattoo Studio.**

Clerk Administrator Limon swore in the applicant Eric Martinez in for his testimony regarding his potential business.

Eric Martinez shared that he is a family owned and operated business and wishes to set up a tattoo shop at the location of 455 Bosque Farms Blvd.

Commissioner Garrison stated he has concerns with the Village’s ordinance regarding regulated businesses. The ordinance would require that Mr. Martinez be 1000 feet from Kelly’s Liquor if Alcohol is considered regulated within the Village of Bosque Farms. Currently the distance between Kelly Liquor’s and the planned tattoo shop is 400 feet.

Clerk Administrator Limon advised that he does not believe that Kelly’s Liquor is considered a regulated business in terms of definition by Village Ordinance, although they sell alcohol those regulations by the state are separate from those listed in Bosque Farms ordinance.

Clerk Administrator Limon advised the Commission that they should provide a recommendation, and he would perform further research in the Village’s ordinance to finalize if Kelly’s Liquor is considered a regulated business in definition or not.

No members of the public were present to provide comment regarding Black Sheep Tattoo Studio.

A C T I O N	<b>Motion</b>	<b>Commission to Close discussion regarding Black Sheep Studio.</b>	
	<b>Made by:</b>	<b>Commissioner Garrison</b>	<b>Commissioner Eastman - Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes</b>
	<b>Second by:</b>	<b>Commissioner Schaus</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

**10. Commission to review and provide recommendation to Village Council regarding Black Sheep Tattoo studio.**

Chairwoman Eastman stated she had no issue with the business.

Commissioner Baber stated he had no issue with the business.

Commissioner Schaus stated he had no issue with the business.

Commissioner Hale stated he had no issue with the business.

Commissioner Garrison stated he had no issue with the business.

A C T I O N	<b>Motion</b>	<b>Recommendation of approval of Black Sheep Tattoo studio should the business not violate ordinance regarding regulated business distance of 1000 feet.</b>	
	<b>Made by:</b>	<b>Commissioner Baber</b>	<b>Commissioner Eastman – No Vote Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes</b>
	<b>Second by:</b>	<b>Commissioner Hale</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	

**11. Commission to Review and Take Action on Extension of Conditional Use Permit for 355 Spencer LN Bosque Farm, 87068**

Attachment B – Code Enforcement Report .pdf

Clerk Administrator Limon read the following report for record:

- Code Enforcement contacted the property owner on 10/02/24 in which Vince Otero led the operation to deliver citation of expired permit.
- Property Owner Raul Chavero answered RV door and allowed for Code enforcement to walk the premises.

- Mr. Chavero contacted Clerk Administrator on October 3<sup>rd</sup>, 2024, requesting that he be placed on Planning & Zoning Agenda for an extension due to funds being limited and house will take exactly one more month for completion.
- Property was reported to have 4 units living on property, after code enforcement investigations, Property owner sells the extra units that are vacant and proven to be via inspection and only has family in one Recreational Vehicle.
- Code Enforcement believes that applicants could complete home within one month if granted extension.
- Code enforcement has received reports of a porta potty on property, through investigation this was found untrue however owner has not connected RV to nearest grinder pump as requested in Permit.
- Neighbors have reported that they've seen the property owner dump waste directly into soil from grinder pump and not dispose of properly. Residents feel risk of watershed has been compromised however have requested to remain anonymous.
- Neighbors also voiced complaints regarding ATV's being raced and driven through the property and near the main street of spencer lane.

Clerk administrator recommends denial of permit extension as well as if soil testing must be performed that it would be with the recommendation of the Planning & Zoning Commission to the Village Council that a fine be set and the applicant be liable for any damages for violating his permit agreement.

<b>A C T I O N</b>	<b>Motion</b>	<b>Denial of Permit extension.</b>	
	<b>Made by:</b>	<b>Commissioner Baber</b>	<b>Commissioner Eastman - Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes</b>
	<b>Second by:</b>	<b>Commissioner Hale</b>	
	<b>Motion carried?</b>	<b>PASSED</b>	<b>FAILED</b>

12. **Time and Place of Next Meeting**

*THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS  
PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY,  
NOVEMBER 4TH, 2024.*

**ADJOURNMENT**

**7:45 PM**

DRAFT

Lic# 1530

Village of Bosque Farms  
Po box 660  
Peralta, NM 87042

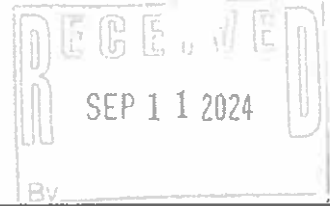


505-252-7222  
pzadmin@bosquefarmsnm.gov

## VILLAGE OF BOSQUE FARMS BUSINESS LICENSE APPLICATION

### INITIAL APPLICATION

Applications must include copies of your state of New Mexico taxation and revenue department registration certificate and any state licenses issued for your business. Incomplete applications will not be processed.



#### BUSINESS NAME AND INFORMATION

Business Name Black Sheep Tattoo Studio (dba)  
Business location 445 Bosque Farms Blvd Suite B  
Mailing Address (if different from above) 15 Bonita Vista Blvd Los Lunas NM  
Business phone 505-595-9320 Business email martinez2883@gmail  
NM State Tax ID# (required) 525-49-3348 Board/License # BA-2024-0552  
Business Start Date (Start Date in Bosque Farms) \_\_\_\_\_

#### OWNER INFORMATION

Business Owner (s) Eric Martinez  
Address 15 Bonita Vista Blvd City Los Lunas State NM Zip 87031  
Email Address Martinez2883@gmail Phone 505-595-9320  
Proprietorship/ Sole Ownership  Corporation  LLC   
Partnership  Not for Profit  Other

#### APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)

Applicant (s) Eric Martinez Phone 505-595-9320  
Address 15 Bonita Vista Blvd City LL State NM Zip 87031

#### BUSINESS ACTIVITIES

DESCRIPTION OF SERVICES PROVIDED Professional tattoo  
Is this activity new for this location? Yes  No  If yes what the previous use? First round golf  
Will there be any reconstruction or improvements made to the building Yes  No   
Are there any existing signs on the premises of your building? Yes  No   
Do you intend to repair any existing signs or install any new ones Yes  No

For cashiers use only







NEW MEXICO



DRIVER'S LICENSE



License # 123172680 ISSUED 11/17/2023  
Date of Birth 08/28/1983 EXPIRES 11/16/2027  
MARTINEZ  
ERIC

16 SANTA VISTA BLVD  
LOS LUNAS, NM 87031

*[Signature]*

WEIGHT 205 SEX M  
HEIGHT 6'02" EYES BRO

CLASS D  
ENDORSEMENTS  
RESTRICTIONS NONE



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*State of New Mexico*

**Board of Body Art Practitioners**

HEREBY CERTIFIES THAT

**Eric Martinez**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF  
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW  
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**Tattoo Artist**

License No. BA-2024-0552

Issued 09/11/2024

Expires 09/11/2025

*THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW*

# COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (This "Lease") dated this 16<sup>th</sup> day of March 2023

## BETWEEN:

**Martinez Holdings, LLC (The "Landlord")**

Mailing Address: P.O. Box 951, Peralta NM 87042

Telephone: (505) 869-9075

—AND—

**Eric martinez**

Mailing Address: 15 Bonita Vista Blvd., Los Lunas NM 87031

Telephone: (505) 595-9320

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (The "Parties) agree as follow:

### **1. Definitions**

When used in this Lease, the following expressions will have the meanings indicated:

- a. **"Building"**: means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 445 Bosque Farms Blvd. Suite B, Bosque Farms, NM 87068, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
- b. **"Common areas"**: those portions of the building's areas, buildings, improvements, facilities, utilities, equipment, and installations in or forming part of the building which from time to time are not designated or intended by the Landlord to be leased to Tenants of the building. Including and without limitation: exterior weather walls, roofs, entrances, and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above/below leasable premises not included within leasable

premises, security/alarm equipment, grassed/landscaped areas, retaining walls, maintenance/cleaning/operating equipment serving the building areas and lands, areas, buildings, improvements, facilities, utilities, equipment, installations, etc. which serve or are for the useful benefit of the building, Tenants of the building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building, and which are designated from time to time by the Landlord as part of the common areas and facilities.

- c. **"Leasable area"**: means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed common areas and facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts, or other structural elements.
- d. **"Premises"**: means the office space at 445 Bosque Farms Blvd. Suite B, Bosque Farms, NM 87068
- e. **"Rent"**: means the total of the Base Rent.

## **2. Intent of Lease**

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning that the Tenant will pay the Base Rent.

## **3. Leased Premises**

- a. The Landlord agrees to rent to the Tenant the office space municipally described as 445 Bosque Farms Blvd. Suite B, Bosque Farms NM 87068, (the "Premises"). The premises will be used for only the following permitted use (the "Permitted Use"): **operating a business office**. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- b. NO pets or animals are allowed to be kept in or about the Premises or in any of the common areas in the building containing the Premises.
- c. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicle may be parked in the Tenant's space.

## **4. Term**

- a. The term of the Lease begins at 12:00 am on September 4, 2024, and ends at 11:59 pm on September 03, 2025.
- b. If both parties agree to extend this Lease after term expiration a Lease addendum will be signed with any changes to any terms and conditions noted.

**5. Rent**

- a. Subject to the provisions of the Lease, the Tenant will pay a Base Rent of \$900.00, payable per month, for the Premises.
- b. The Tenant will pay the Base Rent on or before the 1<sup>st</sup> day of each month of the term of this lease to the Landlord:

**Martinez Holdings, LLC**

**P.O. Box 951**

**Peralta NM, 87042**

**Or in person at:**

**445 Bosque Farms Blvd. Suite A**

**Bosque Farms NM, 87068**

- c. There will be a 5-day grace period, if the Base Rent is not paid later than the 5<sup>th</sup> of the month the Tenant will be charged a late fee in the amount of \$25.00 per day.
- d. It is agreed that if both parties wish to extend this Lease past the term, there will be a 3% increase to the Base Rent.

**6. Deposit**

- a. A deposit in the amount of \$500.00 will be due at lease signing.

**7. Use and Occupation**

The Tenant covenants that they will carry on and conduct its business in such a manner as to comply with all statutes, bylaws, rules and regulations of any competent authority and will not do anything on or in the Premises in contravention of any of them.

**8. Quiet Enjoyment**

The Landlord covenants that on paying the Rent and Performing the covenants contained in the Lease, the Tenants will peacefully and quietly have, hold and enjoy the premises for the agreed term.

**9. Distress**

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

#### **10. Overholding**

If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month to month Tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication of law.

#### **11. Additional Rights on Reentry**

If the Landlord reenter the Premises or terminates the Lease, then:

- a. Notwithstanding any such termination or the term thereby becoming forfeited and void the provisions of this Lease relating to the consequences of termination will survive.
- b. The Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon.
- c. The Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass.
- d. In the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord.
- e. The Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises.
- f. After reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease.
- g. The Tenant will pay the the Landlord on demand:
  1. All rent and other amounts payable under this Lease up to the time of the reentry or termination, whichever is later.

2. Reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting.

### **12. Renewal of Lease**

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed Lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. The Base Rent will be increased by 3% unless otherwise negotiated.

### **13. Tenant Improvements**

The Tenant will obtain written permission from the Landlord before doing any improvements including but not limited to the following:

- a. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises.
- b. Removing or adding walls or performing any structural alterations.
- c. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating or cooling units.
- d. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose.
- e. Affixing to or erecting upon or near the Premises any radio, TV or Satellite antenna or tower.

### **14. Utilities and Other Costs**

The Tenant is responsible for the direct payment of gas, electric, phone and internet utilities in relation to the Premises.

### **15. Insurance**

- a. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding a Tenant's Policy of Insurance to protect their personal property.
- b. The Tenant is responsible for insuring the Premises for Liability insurance, listing the Landlord as additionally insured, for the benefit of Tenant and Landlord. **The Tenant will provide prove of this insurance upon request.** The Landlord is not responsible or liable for any injuries that occur on or near the premises.

**16. Attorney Fees**

All costs, expense and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant.

**17. Governing Law**

It is the intention of the Parties to this Lease that the performance under this Lease, and all suits and special proceedings under this lease, be construed in accordance with and governed by the laws of the State of New Mexico.

**18. Severability**

If there is a conflict between any provision of this Lease and the applicable legislation of the State of New Mexico (the 'Act'), the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into the Lease.

**19. Assignment and Subletting**

The Tenant will not assign the Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent, which shall not be reasonably withheld.

**20. Bulk Sale**

No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord.

**21. Maintenance**

- a. The tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- b. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent or visitor.
- c. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
- d. The Tenant will also perform the following maintenance in respect to the Premises: All signage.



## **22. Care and Use of Premises**

- a. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises, or have the potential to cause property damage, injury or waste.
- b. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- c. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other Tenants.
- d. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- e. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## **23. Surrender of Premises**

At the expiration of the Lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements expected.

## **24. Hazardous Materials**

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## **25. Rules and Regulations**

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the building on the premises.

## **26. General Provisions**

- a. Any Waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under the Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- b. This Lease will not extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

This form was prepared by The Village of Bosque Farms, New Mexico and is endorsed by the Professional Technical Advisory Board (PTAB), which is comprised of the American Council of Engineering Companies (ACEC) New Mexico, New Mexico Society of Professional Engineers (NMSPE), American Institute of Architects (AIA) New Mexico Chapter, New Mexico Professional Surveyors (NMPS), and American Society of Landscape Architects (ASLA) New Mexico Chapter; Local Government Division, Department of Finance and Administration; Rural Utilities Service, US Department of Agriculture; New Mexico Environmental Department; and New Mexico Finance Authority.

*For information and suggestions on how to fill out this RFP, please refer to the "OWNER'S MANUAL FOR QUALIFICATIONS-BASED SELECTION (QBS)" at [www.ptabnm.org](http://www.ptabnm.org).*

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Qualifications-based competitive sealed proposals for professional design services will be received by the Contracting Agency, Village of Bosque Farms for RFP No. 2024-02

The Contracting Agency is requesting proposals for professional

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> architectural services | <input checked="" type="checkbox"/> engineering services             |
| <input checked="" type="checkbox"/> surveying services     | <input checked="" type="checkbox"/> landscape architectural services |
| <input checked="" type="checkbox"/> planning services      |  |

for: Professional Engineering and Architectural Services under an On Call Agreement

Project No. State & Local Funding Projects

Proposals will be received at 1455 West Bosque Loop until October 31<sup>st</sup>, 2:00PM.

Copies of the Request for Proposals (RFPs) can be obtained in person at the office of the Village Clerk at 1455 West Bosque Loop or will be mailed or emailed upon request to Michael Angelo Limon at 505-991-6611 or clerkadmin@bosquefarmsonm.gov.

A  mandatory  non-mandatory pre-proposal meeting  will  will not be held on day and date at time am/pm at location address.

Interviews  may be held  will not be held for this project after the evaluation of proposals is completed.

PURCHASING AGENT:

Yvonne Maes

Date: 9/18/24

(for Contracting Agency's Use Only)

Newspaper: <u>Albuquerque Journal</u>	Publish: _____	P.O. No. _____
Newspaper: <u>Albuquerque Journal</u>	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

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## 1. PROJECT DESCRIPTION

Identification of a project engineer and architect, who shall serve as a primary contact person with the Village Clerk.

Prepare reports, facilities planning, environmental reviews and other documents and assist the Village of Bosque Farms in securing approvals of authorities having jurisdiction over such work. Provide Grants assistance to include applications, estimates, scopes, studies, background information and administrative coordination. This task may involve coordination with funding agencies, presentations, Legislative support, as well as possible assistance with congressional requests and visits. Provide assistance with NMDOT grant requests such as LGRF, COOP, and MAP programs as well as the required services to administer and meet the requirements of such grants.

Provide construction observation per Village of Bosque Farms request.

Provide development reviews of subdivisions, commercial sites, or government buildings, floodplain issues, and various infrastructure extensions.

Provide day-to-day consultation, as requested. Attend necessary conferences, meetings, presentations and workshops.

Provide transportation and storm water management and design.

Provide planning and/or design of water and wastewater infrastructure, to include Capital Appropriation Project, solid waste infrastructure and design, impact fees revisions, recreational infrastructure and planning, landscape architecture, community and regional planning and program design.

Provide customary planning, design and construction phase services on a work order basis (including Architecture, Landscape Architecture and Surveying Services).

Provide technical information concerning specific projects to other professionals upon request by the Village of Bosque Farms and request technical information from other professionals when authorized to do so by the Village of Bosque Farms

Engineering and architectural services may be required as they relate to projects included in the Village's Infrastructure Capital Improvements Plan, Comprehensive Master Plan, Wastewater Master Plan, Water Master Plan, Drainage, Master Plan and any other master planning documents written for the Village of Bosque Farms.

## 2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

### **Architects/Landscape Architects**

- Programming Phase
- Schematic Phase
- Design Development Phase
- Construction Documents Phase
- Bidding and Negotiations Phase
- Construction Administration Phase
- Post-Construction Phase

### **Surveyors**

- Property Boundary Survey
- Topographic Survey
- Easement Survey
- Right-of-Way Survey

### **Engineers**

- Study and Report Phase (PER)
- Preliminary Design Phase
- Final Design Phase
- Bidding and Negotiations Phase
- Construction Administration Phase
- Operational Phase

- Inspection Report

### **Planning Studies**

- Comprehensive Plan
- Strategic (i.e. issue specific) Plan
- Mapping and/or Zoning

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide professional design services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
- 1.10. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### 2. REQUEST FOR PROPOSAL DOCUMENTS

- 2.1. COPIES OF REQUEST FOR PROPOSALS (RFP)
  - A. A complete set of the RFP may be obtained from the Contracting Agent.
  - B. A complete set of the RFP shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
  - C. The Contracting Agency in making copies of RFP available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
  - D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.
- 2.2. INTERPRETATIONS
  - A. All questions about the meaning or intent of the RFP shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the RFP. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.
- 2.3. ADDENDA
  - A. Addenda will be emailed, mailed, faxed, or hand delivered to all who are known by the Contracting Agency to have received a complete copy of the RFP.
  - B. Copies of Addenda will be made available for inspection wherever RFPs are on file for that purpose.
  - C. No Addenda will be issued later than five days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.
  - D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall

acknowledge their receipt in the Proposal Cover Letter.

### 3. PROPOSAL SUBMITTAL PROCEDURES

#### 3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide 5 copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8-1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of 30 pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
- D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1) Cover Letter
  - 2) Response to Evaluation Criteria included in this RFP.
  - 3) Other supporting or resource material
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.
- G. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### 3.2. SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed

to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.

#### 3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

#### 3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the envelope: project title, project number, RFP number, date of opening, and time of opening. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked

in/time stamped at the time received, which must be prior to the time specified.

- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

### 3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.
- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

### 3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

### 3.8. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

## 4. CONSIDERATION OF PROPOSALS

### 4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more

witnesses and the name of the Offeror and address will be read aloud.

- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

### 4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. Price, including costs or fees, cannot be considered in the evaluation of proposals for professional services (architecture, engineering, surveying, and landscape architecture, §13-1-120 NMSA 1978). For the purpose of conducting discussions, proposals may initially be classified as:
  - 1) Acceptable,
  - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
  - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).
- D. Selection Process: (§ 13-1-120 NMSA 1978).



- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
  - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
  - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

#### 4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their

qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new RFP is initiated.

- E. The Contracting Agency shall publicly announce the business selected for award.

#### 4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

### 5. POST-PROPOSAL INFORMATION

#### 5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and

2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.

E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

#### 5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

#### 5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

#### 5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

### 6. OTHER INSTRUCTIONS TO OFFERORS

#### **Resident Business Preference or Resident Veteran Business Preference (required by House Bill 93, 2016):**

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

##### 6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

An Offeror who qualifies as a Resident Business shall receive a 5% preference added to the total possible points of the selection process.

##### 6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual gross revenues of up to \$3M shall receive a 10% preference added to the total possible points of the selection process.

Preference points are added only once to the total possible points of the overall selection process.

Example: A selection process has total possible points of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business, and three non-resident businesses. The Resident Business would receive 50 points (5% of 1,000 possible points) and the Resident Veteran Business would receive 100 points (10% of 1,000 possible points) which would be added to the total of their evaluated scores, thereby making it possible for the highest possible total points to be 1,100.

An additional example of the scoring process is attached to this RFP.

***Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.***

##### 6.3 Campaign Contribution Disclosure Form

The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

## GENERAL TERMS AND CONDITIONS

### 1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

### 2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

### 3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

### 4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

### 5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

### 6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

### 7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the State.

### 8. PROFESSIONAL LIABILITY INSURANCE

The Offeror  will  will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be 1,000,000.

**Note to Owner Regarding Evaluation Criteria**

The Request for Proposal must include each of the following Evaluation Criteria\* as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. Based on the complexity of the project, the Owner may add additional items to be evaluated. The Owner must assign a weight factor to each of the Evaluation Criteria to communicate to Offerors the relative importance of each.

**EVALUATION CRITERIA:**

**1. Specialized Design and Technical Competence\***

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

**2. Capacity and Capability\***

Capacity and capability of the business, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations.

**3. Past Record of Performance\***

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

**4. Familiarity with the Contracting Agency\***

Proximity to or familiarity with the area in which the project is located.

**5. Work to be Done in New Mexico\***

The amount of design work that will be produced by a New Mexico business within this state. **Note: Not allowed for federally funded projects.**

**6. Current Volume of Work with the Contracting Agency Not 75% Complete\***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Indicate the volume of work currently underway with the Contracting Agency that is less than seventy-five percent complete. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

**7. Other Contracting Agency Criteria**

The Owner may add additional elements to be evaluated, such as Public Involvement Experience, and assign points according to their importance. **Note: Price cannot be a factor (§ 13-1-120.B NMSA 1978). Price of any type, i.e. fees, fee schedule, etc., cannot be included with the proposal. This includes a separate sealed envelope, which also is not allowed.**

## RFP EVALUATION CRITERIA

### EVALUATION CRITERIA AND POINT VALUES

**OFFERORS:**

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
<b>PLANNING &amp; DESIGN SERVICES</b>		
1. <b>Specialized Design and Technical Competence*</b>	_____ (25)	
2. <b>Capacity and Capability*</b>	_____ (25)	
3. <b>Past Record of Performance*</b>	_____ (15)	
4. <b>Familiarity with the Contracting Agency *</b>	_____ (25)	
5. <b>Work to be Done in New Mexico*</b> <i>Note: Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.</i>	_____ (5)	
6. <b>Current Volume of Work with the Contracting Agency Not 75% Complete*</b>	_____ (5)	
7. <b>Other Contracting Agent Criteria (if desired)</b>	_____ (0)	
<b>SUBTOTAL</b> (total possible points for PLANNING & DESIGN SERVICES)	_____ (100)	

*\*Items required by statute (§ 13-1-120.B NMSA 1978).*

RATING SHEET (CONTINUED) FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
<b>CONSTRUCTION OBSERVATION SERVICES</b>		
1. Construction observation experience.	_____ (5)	
2. Experience with start up assistance to the Owner of new facilities, if applicable.	_____ (5)	
3. Capacity and capability of the consultant to provide strategies to assist in meeting the Owner's construction timeframe.	_____ (5)	
4. History of past performance, including the record of bid amount versus final close out contract amount.	_____ (5)	
5. History of legal claims, if applicable, on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction observation philosophy.	_____ (5)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>SUBTOTAL</b> (total possible points for CONSTRUCTION OBSERVATION SERVICES)	_____ (25)	
<b>TOTAL SCORE</b> (total possible points for PLANNING & DESIGN SERVICES and CONSTRUCTION OBSERVATION SERVICES)	_____ (125)	

Interviews  may be held  will not be held for this project, Engineering & Architectural Services.

### INTERVIEW EVALUATION CRITERIA

INTERVIEW RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
1. Describe your project manager's and project team's experience specifically relevant to this project.	_____ (10)	
2. What unique experience does your project team have that can be applied to the successful completion of this project?	_____ (15)	
3. Describe the approach your project team will take to successfully complete this project.	_____ (20)	
4. What are the project's critical issues, and how will your project team approach and address them?	_____ (15)	
5. What challenges do you foresee for this project, and how will your project team address and overcome them?	_____ (15)	
6. What innovative ideas or concepts will your project team apply to this project?	_____ (15)	
7. Describe the strengths and weaknesses of your project team?	_____ (10)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>TOTAL SCORE</b>	_____ (100)	

The above are suggested EVALUATION CRITERIA and POSSIBLE POINTS for interviews.

## 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:

Mayor Chris Gillespie

Mayor Pro Tem / Councilor Ronita Wood

Councilor Michael Cheromiah

Councilor ERica DeSmet

Councilor Tim Baughman

**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)

## Veterans Preference Certification

\_\_\_\_\_ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

**Please check one box only:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

## EXAMPLE OF SCORING

	Total Possible Points	Consultant Firm A (Resident Veteran Business)	Consultant Firm B (Resident Business)	Consultant Firm C
Score from <b>PLANNING &amp; DESIGN SERVICES</b> Section	100	90	85	80
Score from <b>CONSTRUCTION OBSERVATION SERVICES</b> Section (N/A if Section not included)	25	20	25	20
Score from <b>INTERVIEW</b> Section (N/A if Section not included)	100	90	85	80
<b>Subtotal Score</b>		200	195	180
<b>Total Possible Points (of all Sections included)</b>	225			
<b>Total Preference Points Applied, if applicable</b> (total preference points for Resident Business is equal to 5% of the Total Possible Points or Resident Veteran Business is equal to 10% of the total possible points); <b>only one can apply</b>		22.5 Because Consultant Firm A is a Resident Veteran Business, 22.5 points (10% of the Total Possible Points of 225) are added to the firm's Subtotal	11.25 Because Consultant Firm B is a Resident Business, 11.25 points (5% of the Total Possible Points of 225) are added to the firm's Subtotal	0 Because Consultant Firm C is neither a Veteran Resident Business nor a Resident Business, 0 points are added to the firm's Subtotal
<b>Total Score</b>		222.5	206.25	180

**Notes:**

*Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes **federal funds**.*

*Either the Resident Business Preference **or** the Resident Veteran Business Preference is applied. Both cannot be applied to the score of an individual Consultant Firm.*

## VILLAGE OF BOSQUE FARMS

Post Office Box 660  
Peralta, NM 87042

1455 West Bosque Loop  
Bosque Farms, NM 87068

Phone: (505) 869-2358  
Fax: (505) 869-3342  
Email: Clerkadmin@bosquefarmsnm.gov



Chris Gillespie, Mayor

Council:  
Ronita Wood  
Michael Cheromiah  
Erica DeSmet  
Tim Baughman

### LEGAL NOTICE VILLAGE OF BOSQUE FARMS, NM REQUEST FOR PROPOSALS FOR ON CALL ENGINEER SERVICES

**The Village of Bosque Farms, NM is requesting competitive sealed proposals for On Call Engineering services for the Village. Interested parties may obtain specifications from or submit proposals to Michael Angelo Limon, Clerk/Administrator, 1455 West Bosque Loop, P. O. Box 660, Peralta, NM 87042. Proposals must be sealed and clearly marked "PROPOSAL FOR ON CALL ENGINEER SERVICES." The Village reserves the right to reject any and/or all proposals, to waive any technicalities, and to accept in whole or in part such proposals as may be deemed in the best interest of the Village. Negotiations as allowed by the State Procurement Code may be pursued. Proposals will be accepted until 2 p.m. on THURSDAY OCTOBER 31, 2024, at which time they will be opened in the Village Clerk/Administrator's Office. A commission assembled by the Governing Body will evaluate, negotiate and/or award later.**

Village of Bosque Farms, NM

  
Michael A. Limon, Clerk/Administrator

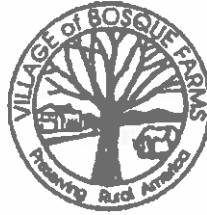
"PRESERVING RURAL AMERICA"

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Village of Bosque Farms, NM

Michael A. Limon, Clerk/Administrator

"PRESERVING RURAL AMERICA"

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Qualifications-based competitive sealed proposals for professional design services will be received by the Contracting Agency, Village of Bosque Farms for RFP No. 2024-02

The Contracting Agency is requesting proposals for professional

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> architectural services | <input checked="" type="checkbox"/> engineering services             |
| <input checked="" type="checkbox"/> surveying services     | <input checked="" type="checkbox"/> landscape architectural services |
| <input checked="" type="checkbox"/> planning services      |  |

for: Professional Engineering and Architectural Services under an On Call Agreement

Project No. State & Local Funding Projects

Proposals will be received at 1455 West Bosque Loop until October 31<sup>st</sup>, 2:00PM.

Copies of the Request for Proposals (RFPs) can be obtained in person at the office of the Village Clerk at 1455 West Bosque Loop or will be mailed or emailed upon request to Michael Angelo Limon at 505-991-6611 or clerkadmin@bosquefarmsnm.gov.

A  mandatory  non-mandatory pre-proposal meeting  will  will not be held on day and date at time am/pm at location address.

Interviews  may be held  will not be held for this project after the evaluation of proposals is completed.

PURCHASING AGENT:

Yvonne Maes

Date: 9/18/24

(for Contracting Agency's Use Only)

Newspaper: <u>Albuquerque Journal</u>	Publish: _____	P.O. No. _____
Newspaper: <u>Albuquerque Journal</u>	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

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## 1. PROJECT DESCRIPTION

Identification of a project engineer and architect, who shall serve as a primary contact person with the Village Clerk.

Prepare reports, facilities planning, environmental reviews and other documents and assist the Village of Bosque Farms in securing approvals of authorities having jurisdiction over such work. Provide Grants assistance to include applications, estimates, scopes, studies, background information and administrative coordination. This task may involve coordination with funding agencies, presentations, Legislative support, as well as possible assistance with congressional requests and visits. Provide assistance with NMDOT grant requests such as LGRF, COOP, and MAP programs as well as the required services to administer and meet the requirements of such grants.

Provide construction observation per Village of Bosque Farms request.

Provide development reviews of subdivisions, commercial sites, or government buildings, floodplain issues, and various infrastructure extensions.

Provide day-to-day consultation, as requested. Attend necessary conferences, meetings, presentations and workshops.

Provide transportation and storm water management and design.

Provide planning and/or design of water and wastewater infrastructure, to include Capital Appropriation Project, solid waste infrastructure and design, impact fees revisions, recreational infrastructure and planning, landscape architecture, community and regional planning and program design.

Provide customary planning, design and construction phase services on a work order basis (including Architecture, Landscape Architecture and Surveying Services).

Provide technical information concerning specific projects to other professionals upon request by the Village of Bosque Farms and request technical information from other professionals when authorized to do so by the Village of Bosque Farms

Engineering and architectural services may be required as they relate to projects included in the Village's Infrastructure Capital Improvements Plan, Comprehensive Master Plan, Wastewater Master Plan, Water Master Plan, Drainage, Master Plan and any other master planning documents written for the Village of Bosque Farms.

## 2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

### Architects/Landscape Architects

- Programming Phase
- Schematic Phase
- Design Development Phase
- Construction Documents Phase
- Bidding and Negotiations Phase
- Construction Administration Phase
- Post-Construction Phase

### Surveyors

- Property Boundary Survey
- Topographic Survey
- Easement Survey
- Right-of-Way Survey

### Engineers

- Study and Report Phase (PER)
- Preliminary Design Phase
- Final Design Phase
- Bidding and Negotiations Phase
- Construction Administration Phase
- Operational Phase

- Inspection Report

### Planning Studies

- Comprehensive Plan
- Strategic (i.e. issue specific) Plan
- Mapping and/or Zoning



Other Planning Tasks

**Additional Services**

Environmental Documentation

Permitting

Grant Administration

Right-of-Way Acquisition

2.2  Periodic or  Full-time observation during construction.

2.3 Other (list):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide professional design services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror of Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
- 1.10. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### 2. REQUEST FOR PROPOSAL DOCUMENTS

#### 2.1. COPIES OF REQUEST FOR PROPOSALS (RFP)

- A. A complete set of the RFP may be obtained from the Contracting Agent.
- B. A complete set of the RFP shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
- C. The Contracting Agency in making copies of RFP available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

#### 2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the RFP shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the RFP. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

#### 2.3. ADDENDA

- A. Addenda will be emailed, mailed, faxed, or hand delivered to all who are known by the Contracting Agency to have received a complete copy of the RFP.
- B. Copies of Addenda will be made available for inspection wherever RFPs are on file for that purpose.
- C. No Addenda will be issued later than five days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall

acknowledge their receipt in the Proposal Cover Letter.

### 3. PROPOSAL SUBMITTAL PROCEDURES

#### 3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide **5** copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8-1/2" x 11" paper and bound on the left-hand margin.
- C. A maximum of **30** pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
- D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - 1) Cover Letter
  - 2) Response to Evaluation Criteria included in this RFP.
  - 3) Other supporting or resource material
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.
- G. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### 3.2. SUBCONSULTANTS

- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
- B. The Offeror is specifically advised that any person or other party to whom it is proposed

to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.

#### 3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

#### 3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the envelope: project title, project number, RFP number, date of opening, and time of opening. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked

in/time stamped at the time received, which must be prior to the time specified.

- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

### 3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.
- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

### 3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

### 3.8. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

## 4. CONSIDERATION OF PROPOSALS

### 4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more

witnesses and the name of the Offeror and address will be read aloud.

- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

### 4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. Price, including costs or fees, cannot be considered in the evaluation of proposals for professional services (architecture, engineering, surveying, and landscape architecture, §13-1-120 NMSA 1978). For the purpose of conducting discussions, proposals may initially be classified as:

- 1) Acceptable,
- 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).

- D. Selection Process: (§ 13-1-120 NMSA 1978).

- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:
  - a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
  - b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

#### 4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their

qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new RFP is initiated.

- E. The Contracting Agency shall publicly announce the business selected for award.

#### 4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

### 5. POST-PROPOSAL INFORMATION

#### 5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1) State the reasons for the action taken; and

2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.

E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

#### 5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

#### 5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

#### 5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

### 6. OTHER INSTRUCTIONS TO OFFERORS

#### **Resident Business Preference or Resident Veteran Business Preference (required by House Bill 93, 2016):**

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

##### 6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

An Offeror who qualifies as a Resident Business shall receive a 5% preference added to the total possible points of the selection process.

##### 6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual gross revenues of up to \$3M shall receive a 10% preference added to the total possible points of the selection process.

Preference points are added only once to the total possible points of the overall selection process.

Example: A selection process has total possible points of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business, and three non-resident businesses. The Resident Business would receive 50 points (5% of 1,000 possible points) and the Resident Veteran Business would receive 100 points (10% of 1,000 possible points) which would be added to the total of their evaluated scores, thereby making it possible for the highest possible total points to be 1,100.

An additional example of the scoring process is attached to this RFP.

***Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.***

##### 6.3 Campaign Contribution Disclosure Form

The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

## GENERAL TERMS AND CONDITIONS

### 1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

### 2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

### 3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

### 4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

### 5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

### 6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

### 7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the State.

### 8. PROFESSIONAL LIABILITY INSURANCE

The Offeror  will  will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be 1,000,000.

**Note to Owner Regarding Evaluation Criteria**

The Request for Proposal must include each of the following Evaluation Criteria\* as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. Based on the complexity of the project, the Owner may add additional items to be evaluated. The Owner must assign a weight factor to each of the Evaluation Criteria to communicate to Offerors the relative importance of each.

**EVALUATION CRITERIA:**

**1. Specialized Design and Technical Competence\***

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

**2. Capacity and Capability\***

Capacity and capability of the business, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations.

**3. Past Record of Performance\***

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

**4. Familiarity with the Contracting Agency\***

Proximity to or familiarity with the area in which the project is located.

**5. Work to be Done in New Mexico\***

The amount of design work that will be produced by a New Mexico business within this state. **Note: Not allowed for federally funded projects.**

**6. Current Volume of Work with the Contracting Agency Not 75% Complete\***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Indicate the volume of work currently underway with the Contracting Agency that is less than seventy-five percent complete. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

**7. Other Contracting Agency Criteria**

The Owner may add additional elements to be evaluated, such as Public Involvement Experience, and assign points according to their importance. **Note: Price cannot be a factor (§ 13-1-120.B NMSA 1978). Price of any type, i.e. fees, fee schedule, etc., cannot be included with the proposal. This includes a separate sealed envelope, which also is not allowed.**



## RFP EVALUATION CRITERIA

### EVALUATION CRITERIA AND POINT VALUES

**OFFERORS:**

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
<b>PLANNING &amp; DESIGN SERVICES</b>		
1. <b>Specialized Design and Technical Competence*</b>	_____ (25)	
2. <b>Capacity and Capability*</b>	_____ (25)	
3. <b>Past Record of Performance*</b>	_____ (15)	
4. <b>Familiarity with the Contracting Agency *</b>	_____ (25)	
5. <b>Work to be Done in New Mexico*</b> <i>Note: Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.</i>	_____ (5)	
6. <b>Current Volume of Work with the Contracting Agency Not 75% Complete*</b>	_____ (5)	
7. <b>Other Contracting Agent Criteria (if desired)</b>	_____ (0)	
<b>SUBTOTAL</b> (total possible points for PLANNING & DESIGN SERVICES)	_____ (100)	

*\*Items required by statute (§ 13-1-120.B NMSA 1978).*

<b>RATING SHEET (CONTINUED) FOR:</b> Applicant _____		
<b>ITEM</b>	<b>POSSIBLE POINTS</b>	<b>SCORE</b>
<b>CONSTRUCTION OBSERVATION SERVICES</b>		
1. Construction observation experience.	_____ (5)	
2. Experience with start up assistance to the Owner of new facilities, if applicable.	_____ (5)	
3. Capacity and capability of the consultant to provide strategies to assist in meeting the Owner's construction timeframe.	_____ (5)	
4. History of past performance, including the record of bid amount versus final close out contract amount.	_____ (5)	
5. History of legal claims, if applicable, on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction observation philosophy.	_____ (5)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>SUBTOTAL</b> (total possible points for CONSTRUCTION OBSERVATION SERVICES)	_____ (25)	
<b>TOTAL SCORE</b> (total possible points for PLANNING & DESIGN SERVICES and CONSTRUCTION OBSERVATION SERVICES)	_____ (125)	

Interviews  may be held  will not be held for this project, Engineering & Architectural Services.

### INTERVIEW EVALUATION CRITERIA

<b>INTERVIEW RATING SHEET FOR:</b>		
<b>Applicant _____</b>		
<b>ITEM</b>	<b>POSSIBLE POINTS</b>	<b>SCORE</b>
1. Describe your project manager's and project team's experience specifically relevant to this project.	_____ (10)	
2. What unique experience does your project team have that can be applied to the successful completion of this project?	_____ (15)	
3. Describe the approach your project team will take to successfully complete this project.	_____ (20)	
4. What are the project's critical issues, and how will your project team approach and address them?	_____ (15)	
5. What challenges do you foresee for this project, and how will your project team address and overcome them?	_____ (15)	
6. What innovative ideas or concepts will your project team apply to this project?	_____ (15)	
7. Describe the strengths and weaknesses of your project team?	_____ (10)	
6. Other	_____ (0)	
7. Other	_____ (0)	
<b>TOTAL SCORE</b>	_____ (100)	

The above are suggested EVALUATION CRITERIA and POSSIBLE POINTS for interviews.

## 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:

Mayor Chris Gillespie

Mayor Pro Tem / Councilor Ronita Wood

Councilor Michael Cheromiah

Councilor ERica DeSmet

Councilor Tim Baughman

**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)

## Veterans Preference Certification

\_\_\_\_\_ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

**Please check one box only:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

## EXAMPLE OF SCORING

	Total Possible Points	Consultant Firm A (Resident Veteran Business)	Consultant Firm B (Resident Business)	Consultant Firm C
Score from <b>PLANNING &amp; DESIGN SERVICES</b> Section	100	90	85	80
Score from <b>CONSTRUCTION OBSERVATION SERVICES</b> Section (N/A if Section not included)	25	20	25	20
Score from <b>INTERVIEW</b> Section (N/A if Section not included)	100	90	85	80
Subtotal Score		200	195	180
Total Possible Points (of all Sections included)	225			
Total Preference Points Applied, <b>if applicable</b> (total preference points for Resident Business is equal to 5% of the Total Possible Points or Resident Veteran Business is equal to 10% of the total possible points); <b>only one can apply</b>		22.5 Because Consultant Firm A is a Resident Veteran Business, 22.5 points (10% of the Total Possible Points of 225) are added to the firm's Subtotal	11.25 Because Consultant Firm B is a Resident Business, 11.25 points (5% of the Total Possible Points of 225) are added to the firm's Subtotal	0 Because Consultant Firm C is neither a Veteran Resident Business nor a Resident Business, 0 points are added to the firm's Subtotal
Total Score		222.5	206.25	180

**Notes:**

*Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes **federal funds**.*

*Either the Resident Business Preference **or** the Resident Veteran Business Preference is applied. Both cannot be applied to the score of an individual Consultant Firm.*