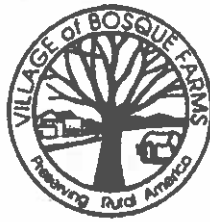


P.O. Box 660
Peralta, NM 87042
(505) 869-2358
(505) 869-3342 Fax



Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS

1455 West Bosque Loop • Bosque Farms, NM 87068

COUNCIL MEETING AGENDA



THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD A COUNCIL MEETING ON WEDNESDAY, JUNE 17, 2026, IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:00 PM.

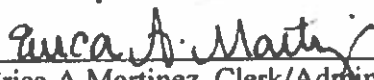
1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL OF GOVERNING BODY
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
5. DEPARTMENTAL REPORTS
6. MAYOR AND COUNCIL REPORTS – no official action
7. REVIEW AND APPROVAL OF TREASURER’S REPORT – no official action
8. PUBLIC COMMENT – Limited 1.5 minutes; time cannot be shared
9. Review and Approval of Minutes from Special Meeting held on May 20, 2026
10. OLD BUSINESS
 - A. Authorizing Publication Notice of Intent to Adopt the following:
Ordinance No. 2026-02 An Ordinance Amending Village Code,
Ordinance 4-1 Fire Department
11. NEW BUSINESS
 - A. Review and Approve a Resolution Adopting a Schedule of
Administrative Fees for the Comprehensive Zoning Ordinance 10-1;

Repealing Resolution No. 847-15 (Revenues currently budgeted @ \$2,000.00, increasing in FY27 budget to \$120,000.00)

- B. Notice of Intent to Adopt Ordinance amending Ordinance Section 10-2-23 (Revenues currently budgeted @ \$350.00, increasing in FY27 budget to \$8,000.00)
- C. Notice of Intent to Adopt Ordinance amending Ordinance Sections 9-2-10 and 9-3-20 (increasing Water and Wastewater charges from approximately \$75.00 month to \$100.00 per month)
- D. Review and Approval of Request for Proposal 2026-01-100 for Annual Legal Services for the Village of Bosque Farms
- E. Approving Resolution No. 1091-26 proclaiming dangerous fire conditions and drought conditions existing within the Village of Bosque Farms; Imposing restrictions on the sale and use of fireworks within the Village of Bosque Farms
- F. Review and Approve Resolution No. 1092-26 for the Transportation Project Fund (TPF) Agreement LP30037 Esperanza Drive Improvements 2nd Agreement Extension Request
- G. Resolution No. 1093-26 considering and taking action to remove Yvonne Maes from the Village of Bosque Farms bank accounts, thereby removing signature authority
- H. CLOSED SESSION. Discuss limited personnel matters as permitted under Section 10-15-1(H)(2) – Police Chief

THE NEXT REGULARLY SCHEDULED MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON WEDNESDAY, JULY 15, 2026.

Agenda Posted on June 12, 2026


Erica A Martinez, Clerk/Administrator

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 Village Clerk at (505) 869-2358 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.

MONTHLY STATISTICS BREAKDOWN

CALLS FOR SERVICE

BOSQUE FARMS: 208
PERALTA: 131
TOTAL: 339

TRAFFIC STOPS

BOSQUE FARMS: 38
PERALTA: 115
TOTAL: 153

CITATIONS

BOSQUE FARMS: 18
PERALTA: 94
TOTAL: 112

ARRESTS

BOSQUE FARMS: 4
PERALTA: 8
TOTAL: 12

DWI ARRESTS

BOSQUE FARMS: 0
PERALTA: 0
TOTAL: 0

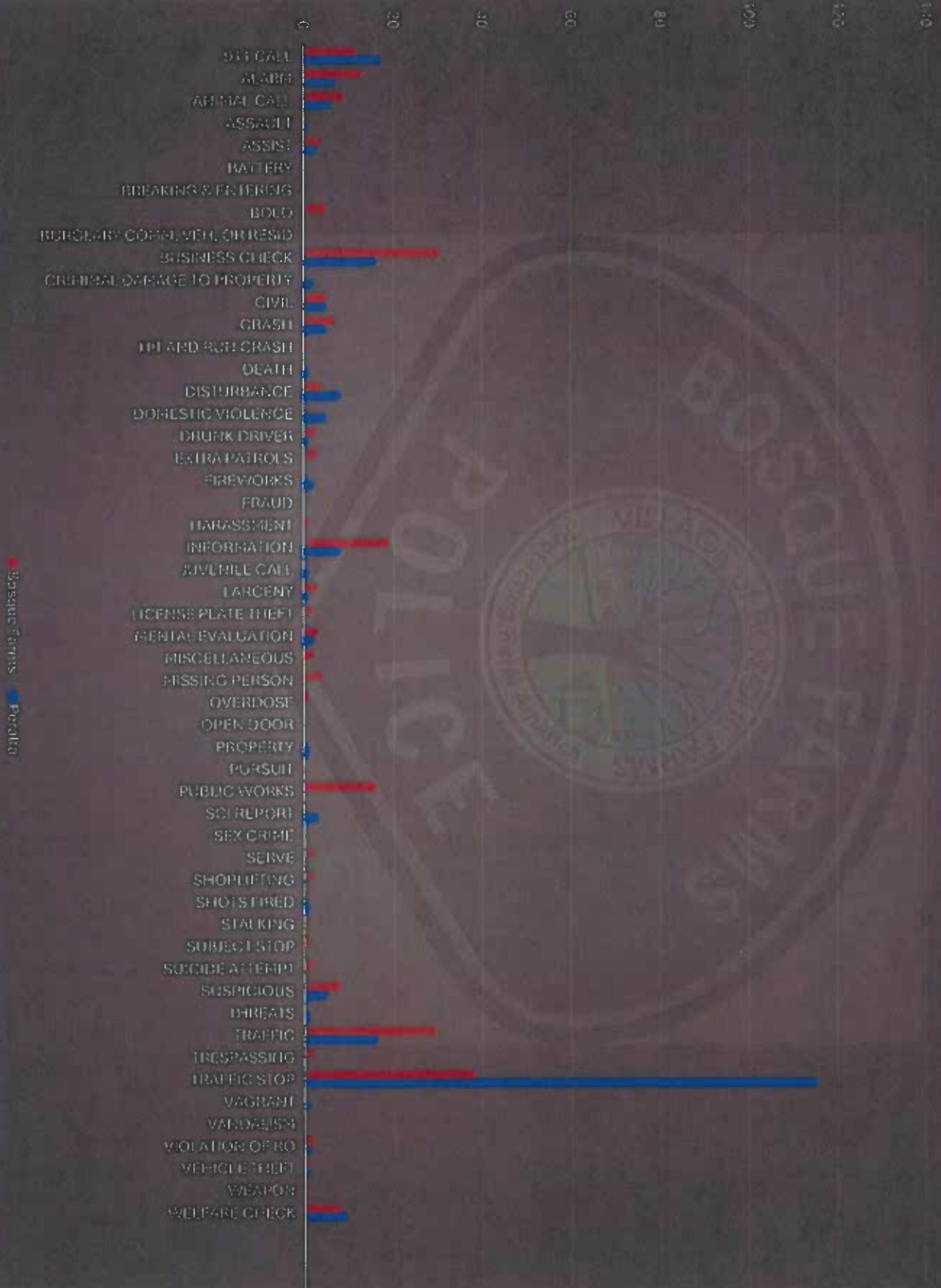
REPORTS

BOSQUE FARMS: 26
PERALTA: 24
TOTAL: 50

Significant Events:

- Ofc. Webb- attended FBI CNT training
- Ofc. Carrasco- attended Basic CIT Training
- Ofc. Webb- continuing with Leading Police Personnel Training
- Sgt. Gordon- continuing with Staff and Command Training
- Bravo Foxtrot (BF) Drone 1 completed maiden flight, SOP in process of being approved
- All officers completing annual training
- Both IR9000 machines passed SLD inspection
- Plea deal with DA for offender who rammed two BF police officer units
- Special Olympics Torch Run was a success

TYPE OF CALLS BY AREA



■ Bosque Farms ■ Peñon

MONTHLY SPECIALTY STATISTICS BREAKDOWN

CRISIS NEGOTIATOR

Mental Health Calls for Service:	0	Pending ACT Referrals:	0
Mental Health Evaluations for Treatment:	0	Total Active ACT Clients:	0
Mental Health Transports:	0	CIT Follow-Ups:	0
New ACT Referrals:	0	CIT/NIT Negotiations:	0

DETECTIVE

Total Cases Assigned:	3	Arrest Warrants:	0
Total Cases Closed:	1	Search Warrants:	0
Active Cases:	2	Returned Stolen Property:	0
Total Reports:	0	SCI Reports:	2
Supplemental Reports:	3	Safehouse Interviews:	0
Felony Arrests:	0	Total Citations:	0
Misdemeanor Arrests:	0	DWI Arrests:	0

DRONE OPERATOR

Drone Launches: **5**

Drone Captures: **0**

Drone Recoveries: **0**

Drone Call-Outs: **0**

Drone Reports: **0**

Drone Warrants: **0**

-Drone had a successful maiden launch.

-Drone training continues for certifications.

-Drone SOP written and awaiting Chief approval.

-Drone has successfully been registered with the FAA.

BFPD CNT/CIT May 2026 MONTHLY REPORT

Q.B. Webb



- Mental Health Calls for Service (CNT/CIT Only): 4
- Mental Health Evaluations for Treatment: 3
- Transport for Mental Health Treatment: 0
- Law Enforcement Referrals to CIT/CNT: 2
- NEW ACT Referrals: 0
- PENDING ACT Referrals: 2
- Total Active ACT Program Clients: 7
- CIT Follow-Up/Wellness Checks: 6
- Successful CIT/CNT Negotiations with Barricaded Subject: 0

VCSO SWAT CALL OUTS FOR CIT/CNT

- Successful Callouts: 0
- Denied Callouts: 0
- NOTE: No SWAT-related callout requests occurred for May 2026

Operational Challenges & Resource Requirements

A critical trend has been identified regarding the onboarding process for ACT referrals. Currently, two (2) clients face significant barriers to completing the mandatory admission requirements independently. To ensure these individuals successfully enter treatment and do not recidivate into the emergency response system, substantial involvement is required from the CNT officer to facilitate compliance and provide navigation through the onboarding process. Moving forward, additional outside resources or dedicated administrative support may be necessary to manage these intensive case-management tasks without compromising active patrol or response availability. BFPD is working on a solution to make the CNT position a full time position, this should help mitigate these concerns.



Chris Gillespie
Mayor

Village of Bosque Farms



Jason Adams
Interim Chief of Police

Animal Control - Monthly Report

MAY - 2026

Calls for Service/Phone Calls	69
After Hours Dispatch Calls	3
Citations Issued	6
Verbal/Written Warnings	3
Impounded Animals	6
Animals Taken to VC Shelter	5
Owner Release's	1
Stray Animals Turned Over to The Village	6
Animals Rehomed/Returned	6
Cats Caught in Traps by Residents	3
Animals Euthanized	1

SPECIAL EVENTS:

TRAINING:

Fine Fee Summary

From 05/01/2026 12:00 AM to 05/31/2026 11:59 PM
All Case Types and Sub-Types
All Clerks

Receipts

Case Payment

Corrections Fee PA	70.00
Fine	1,865.00
PD Equipment Fund 1	70.00
PD Equipment Fund 2	95.00

Subtotal:	2,100.00
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Total Receipts:	2,100.00
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Report Total:	2,100.00
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Monthly Activity Report

May 2026

Citations and Non-Citations By Issued Date
 Financial Type: Fines and Fees
 Cases With and Without Disposition

Citations	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	19	4	-15	58	59	-1
DUR	1	1	0	4	2	2
Miscellaneous	0	0	0	2	0	2
NON TRAFFIC	0	0	0	1	0	1
Planning & Zoning	1	0	-1	3	2	1
SEAT BELTS	0	1	1	26	2	24
TRAFFIC	13	6	-7	155	72	83
Traffic violation	1	0	-1	0	1	-1
Totals:	35	12	-23	249	138	-111

Non-Citations						
Animal Control	0	0	0	1	0	1
TRAFFIC	0	0	0	1	0	1
Totals:	0	0	0	2	0	2

Fines and Fees						
Animal Control	775.00	0.00	(775.00)	2,127.00	3,075.00	948.00
Bad Check Fee	0.00	0.00	0.00	0.00	0.00	0.00
Corrections Fee	0.00	0.00	0.00	320.00	0.00	(320.00)
Corrections Fee PA	150.00	70.00	(80.00)	260.00	280.00	20.00
Court Automation Fee	0.00	0.00	0.00	96.00	0.00	(96.00)
Fine	1,560.00	1,865.00	305.00	20,130.00	8,260.00	(11,870.00)
Judicial Education Fee	0.00	0.00	0.00	48.00	0.00	(48.00)
PD Equipment Fund 1	150.00	70.00	(80.00)	270.00	280.00	10.00
PD Equipment Fund 2	225.00	95.00	(130.00)	435.00	410.00	(25.00)
Plannig & Zoning	0.00	0.00	0.00	300.00	350.00	50.00
Totals:	\$2,860.00	\$2,100.00	\$(760.00)	\$23,986.00	\$12,655.00	\$(11,331.00)

Bosque Farms

User: CINDY

Citation Dispositions By Date Report
From 05/01/2026 to 05/31/2026
All Case Types and Sub-Types

Animal Control

Citation	Charge	Issued	Disposed	Finding	Party	Police Ref.	Sealed
05012026AC	1	05/01/2026	05/07/2026	Guilty penalty asment. 1D	Turner, Jeanette		
05012026AC	2	05/01/2026	05/07/2026	Guilty 3D	Turner, Jeanette		
05202026AC	1	05/20/2026	05/20/2026	Guilty penalty asment. 1D	Great Pyrenees		

Totals - Animal Control: 3

No report type

Citation	Charge	Issued	Disposed	Finding	Party	Police Ref.	Sealed
05012026AC	3	05/01/2026	05/07/2026	Guilty penalty asment. 1D	Turner, Jeanette		
12342150	1	03/03/2026	05/14/2026	Guilty 3D	Munoz Navarro, Keven		
12350690	1	04/19/2026	05/28/2026	Dismiss in Court 3B	Chavez, Christjen Michael		
12356085	1	04/23/2026	05/12/2026	Guilty 3D	Torres, Leeanna T		
12356291	1	05/01/2026	05/21/2026	Guilty penalty asment. 1D	Plutino, Natalie Rae		
12356309	1	05/05/2026	05/12/2026	Guilty penalty asment. 1D	Gurule, Grace Pearl		
12356440	1	05/07/2026	05/26/2026	Guilty penalty asment. 1D	Jaramillo, Nathan Eric		

Totals - No report type: 7

SEAT BELTS

Citation	Charge	Issued	Disposed	Finding	Party	Police Ref.	Sealed
12356283	1	05/01/2026	05/26/2026	Guilty penalty asment. 1D	Tafoya, Brianna Frances		

Totals - SEAT BELTS: 1

TRAFFIC

Citation	Charge	Issued	Disposed	Finding	Party	Police Ref.	Sealed
12136768	2	08/15/2023	05/05/2026	Dismissed by J for reason 1C	Flores, Eugenia		
12136776	3	08/15/2023	05/05/2026	Dismissed by J for reason 1C	Flores, Eugenia		
12138905	1	06/08/2023	05/19/2026	Guilty penalty asment. 1D	Ortega, Grecia Devora		
12138905	2	06/08/2023	05/19/2026	Guilty penalty asment. 1D	Ortega, Grecia Devora		
12166484	1	04/19/2026	05/04/2026	Dismissed by J for reason 1C	Flores, Luz		
12321766	1	11/29/2024	05/26/2026	Dismiss by J. time exp, 1B	Jaimes Vivas, Yubeilys Ariana		
12321766	2	11/29/2024	05/26/2026	Dismiss by J. time exp, 1B	Jaimes Vivas, Yubeilys Ariana		
12330882	1	04/24/2026	05/21/2026	Guilty penalty asment. 1D	Saenz Orozco, Yasmin Lisett		

1:42 PM

1 of 2

6/10/2026

Bosque Farms

User: CINDY

Citation Dispositions By Date Report
 From 05/01/2026 to 05/31/2026
 All Case Types and Sub-Types

TRAFFIC

Citation	Charge	Issued	Disposed	Finding	Party	Police Ref.	Sealed
12331138	1	05/06/2026	05/14/2026	Dismiss for proof (ins etc) 1B 1M	Bruhn, James Darold		
12342168	2	03/03/2026	05/14/2026	Guilty 3D	Munoz Navarro, Keven		
12352944	1	01/25/2026	05/06/2026	Guilty 3D	Magana Villa, Jamilett		
12354999	1	04/18/2026	05/12/2026	Guilty 3D	Moreno, Robert Joseph		
12355004	1	04/19/2026	05/12/2026	Guilty 3D	Vega, Patricia		
12355103	1	04/20/2026	05/12/2026	Guilty 3D	Baltizar, Sebastian Juan		
12355426	1	05/06/2026	05/26/2026	Guilty penalty asment. 1D	Montano, Matthew Paul		
12355442	1	05/07/2026	05/26/2026	Guilty penalty asment. 1D	Grubbs, Dominick Jaxsen		
12356168	1	04/30/2026	05/26/2026	Guilty penalty asment. 1D	Gentry, Joshua Gene		
12356457	1	05/08/2026	05/18/2026	Dismiss for proof (ins etc) 1B 1M	Acra, Thomas Lee		
515921176	1	08/15/2023	05/05/2026	Dismissed by J for reason 1C	Flores, Eugenia		

Totals - TRAFFIC: 19

Report Totals - All Citations: 30

**COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NM
MINUTES OF THE REGULAR MEETING
MAY 20, 2026**

1. CALL TO ORDER

Mayor Gillespie called the meeting to order at **6:01** p.m.

2. ROLL CALL OF GOVERNING BODY

Present were Mayor Chris Gillespie, Councilor Ronita Wood, Mayor Pro Tem Erica De Smet, Councilor James Bruhn, and Councilor Manuel Zamora. Quorum present.

3. PLEDGE OF ALLEGIANCE

Officer Webb led the Pledge of Allegiance.

4. PRESENTATIONS:

No Presentations

5. DEPARTMENTAL REPORTS

Interim Police Chief Adams summarized Police and Animal Control activity for the month of April. They just got a drone and are getting a second one. It will be registered with the FAA once it arrives.

Mayor Pro Tem De Smet asked if the police department is working with the fire department or anybody else with the drones.

Interim Police Chief Adams stated they are going to have multiple operators. They will have two drones and possibly three to four operators with on call status. He will give the Fire Chief the model they have. It is what Valencia County is using right now, so if one goes down, there are multiples.

Councilor Bruhn commends the Police Department on seeing lots of cars pulled over on 47. Everybody's getting the word out and everybody's slowing down. Councilor Bruhn sees an officer everyday now. For a long time, we didn't see anyone pulled over on 47 and now we see an officer every day.

Fire Chief Schnieder talked about a fire alarm at the new Peralta Community Center went off in the middle of the night. They had some issues with their fire department sprinklers. We don't have a pre-plan for that building because it's been unoccupied for so long. He requests for the Council to prioritize what the plan is to do with that so it the Fire Department knows if it's going to stay in Bosque Farms. We need to get a pre-plan for it. Otherwise, Peralta is going to do that. In that instance, they had to talk to the Peralta Fire Department to figure out how to get access to take care of everything else. He

1 Council Meeting
2 05/20/2026 page 2

3 gave an update on flow testing that helps with the ISO rating and everything else needed to
4 make sure the system is up and running. He is going to follow up with the treasurer and clerk
5 on purchasing. He would like to actually document what the purchasing policy is or
6 expectations, so that we know for the different kinds of procurements and how to approach
7 each one. He knows they struggle to do it correctly every time. A documented policy or
8 procedure would really help. The last update they have is they had a person going through
9 training to do peer support, he just finished. It was an advanced peer support training course
10 in Las Cruces. The benefit is now they have somebody in the department who can respond as
11 a peer to the firefighters to be able to help them if they have struggled with a situation they
12 went through, life or anything else. He has had the training which can provide that support,
13 which is an initiative started by the county.

14
15 **Mayor Gillespie** made a comment on something that came up. There was a first responder
16 situation in Mountainair that was reported by State Police. It took down eighteen (18) first
17 responders. They are at UNMH at the moment. They are trying to find out what drug they
18 were exposed to. Three people were dead in the building. Strong caution when you're walking
19 into a scene as law enforcement or public safety, you may very much want to wear your
20 gloves because that was a contact touch. State Police are trying to figure out exactly what it
21 was.

22
23 **Prodigy** Andrew Padilla gave an update for Prodigy on: staffing, operational risks,
24 compliance items, and near-term decisions affecting the water and wastewater systems.
25 Critical operational risks are ongoing grinder pump failures, UV system reliability concerns,
26 and the offline sludge disposal facility continue to create service and compliance exposure.
27 Immediate leadership attention is where we need to confirm the WWTP funding deadline and
28 next steps with the engineer, review the Peralta agreement, and consider policy direction on
29 grinder pump ownership and cost responsibility. Prodigy has assigned Robert Santillanes,
30 Level IV Water Operator, to help supervise both Prodigy and Bosque Farms personnel.
31 Prodigy continues to have its weekly meetings with Clerk Martinez; meeting topics now
32 alternate between general operations and construction loans and grants on a biweekly
33 schedule. Peralta's wastewater agreement from 2015 should be revisited. Twenty percent
34 (20%) of the flow that the wastewater treatment treats are coming from Peralta. If they have a
35 leak and they've had some, we're the ones permitted, Bosque Farms is responsible for the
36 reportable overflows in wastewater. That's part of NMED's program. These are all things that
37 need to be in a new agreement and should all be given attention. Although repairs have been
38 made to the UV system, prior violations occurred during the first quarter due to the UV
39 station. At a minimum we should consider putting the SCADA in there, so we know when it
40 fails. The sludge disposal facility is currently offline. Grinder pumps serving the Village of
41 Bosque Farms connections continue to be a major operational challenge for the collection
42 system. The pumps are failing at an estimated rate of ten (10) or more per month. With
43 limited staff and resources, operations must often install or swap out the pumps quickly to
44 prevent sewer backups and reportable spills. He recommends an ordinance change where
45 when we fix a pump, we put it in a brand new one, according to spec, and then it becomes the
46

1 Council Meeting
2 05/20/2026 page 3

3
4 residents. Well two (2) is currently offline. Since this is the higher arsenic well, NMED has
5 been notified and related testing will be suspended until the well is returned to service.

6
7 **Clerk/Administrator Martinez** gave her report. She gave a breakdown of all the projects,
8 purchases and reimbursements. She noted the Notice of Obligations that were submitted for
9 projects. She earned her CPO in October and just submitted her application to the state to be
10 certified CPO for the Village. We have received one hundred fifty-nine (159) IPRA's since
11 the beginning of the year. Thirty-seven (37) request now in May and thirty-five have been
12 closed out. For tonight, we don't have a treasure's report, since we didn't get the
13 reconciliations done on all the credit cards. As soon as it is done, she will get it out. She will
14 get the other Notice of Obligation submitted tomorrow.

15
16 **Mayor Pro Tem De Smet** said she has been asking since November for an RFP for legal
17 counsel and since November it hasn't been on an agenda.

18
19 **Clerk Martinez** has been working on getting the scope done for the RFP services, it's a
20 priority.

21
22 **Mayor Pro Tem De Smet** thinks it's imperative to ask for this RFP. It has been stated several
23 times that this is a service we pay for through the Municipal League. The Municipal League
24 gave her a breakdown of the charges. She gave a breakdown of the charges for Nan Winters
25 Law Firm, Randy Van Vlek and Mark Jarmie. She is completely shocked at the number. The
26 mayor, judge and everybody else are using Ms. Winter's service as a blank check, and Ms.
27 Winters is using Bosque Farms as a cash cow. We have got to get that RFP. There are things
28 this Village needs to know, the Municipal League is at your service to answer questions.
29 Mayor Pro Tem De Smet has a letter asking all the governing body to sign. It's a formal
30 direction for the Rules of Procedure workshop, the EMS Structure workshop, and the RFP for
31 legal services. We are going to hand it to the clerk, this is not a threat, this is her being
32 completely frustrated at a ninety-seven-thousand-dollar (\$97,000) bill for legal services and
33 two (2) workshops not getting scheduled. She knows the clerk is working all hours of the
34 night. If this doesn't happen, there is something called the writ of mandamus. After this is
35 signed, she would like a copy and if it doesn't happen, she will take this copy to the 13th
36 Judicial District Court and file a writ of mandamus in court. She doesn't have any other
37 recourse for getting these things scheduled. We have got to get that RFP for legal counsel,
38 plus the Rules of Procedure and the EMS workshop.

39
40 **Clerk/Administrator Martinez** said this was something she was just discussing with two of
41 the councilors, she has been working on this and a lot of things. Now that she has additional
42 help, she can help get these scheduled.

43
44 **Councilor Bruhn** called a few of the communities around, the average legal counsel bill is
45 about two thousand dollars (\$2,000) and three thousand dollars (\$3,000) a month. That is why
46 they are so shocked at this other bill.

1 Council Meeting
2 05/20/2026 page 4

3
4 **Clerk/Administrator Martinez** said they had negotiations and that was a big chunk of the
5 bill.

6
7 **Mayor Pro Tem De Smet** said there was a ton of admin stuff. If we had a scope of work, if
8 we had a contract in place, even if it was with Ms. Winters, that would be fine, but there is
9 nothing. Everybody is acting like they have a credit card with no limit and Ms. Winters is
10 using this as a cash cow, it is not fair to the Village residents.

11
12 **Clerk/Administrator Martinez** said she will work on that.

13
14 **Attorney Winters** asked if mayor wanted her to respond.

15
16 **Mayor Pro Tem De Smet** answered no. She will do a Point of Order because it's about
17 Attorney Winters.

18
19 **Mayor Pro Tem De Smet** said there is a motion on the table to not let Attorney Winters
20 answer question because it is about her. She deferred to the council to say that Attorney
21 Winters may not answer this question because it is about her. She would entertain a second.

22
23 **Mayor Gillespie** stated you cannot make that motion.

24
25 **Mayor Pro Tem De Smet** continues to try and make a motion.

26
27 **Councilor Bruhn** seconded the motion.

28
29 **Attorney Winters** stated you cannot make that motion as it is not on the agenda. She will
30 respond to the governing body via email half of the bill was for the unionization of the police
31 department, about twenty five percent (25%) of it was responding to Mayor Pro Tem De Smet
32 and the rest was working with Clerk Martinez. This bill has come down. There were some
33 heavy billings because of the union her law partner Jamie Dawes represented the Village. The
34 meetings take anywhere from five to six hours. They welcome the RFP and the Village will
35 see what the competition looks like.

36
37 **6. MAYOR & COUNCILOR'S REPORTS - no official action**

38
39 **Mayor Gillespie**

40 **A. Mayor's Announcement – Intent to Seek Full Public Safety Audit.**

41 **Mayor Gillespie** explained it is something he believes must happen fairly quickly. It is going
42 to go through and check all regulations, all personnel policies, etc., throughout fire, EMS,
43 police, all of it. Just make sure that we're in concurrence with the state and everybody else.
44 The Municipal League will provide a resource to do it.

1 Council Meeting
2 05/20/2026 page 5

3
4 **Mayor Pro Tem De Smet** what are your intentions for a full public safety audit and through
5 the Municipal League, how much is that going to cost the Village and why did you feel like it
6 is imperative?

7
8 **Mayor Gillespie** doesn't know what the cost may or may not be. His intent he wants to make
9 entirely sure that we are in total alignment with State, County and everybody's regulations.

10
11 **Mayor Pro Tem De Smet** asked, police, fire and EMS only? Who else would be involved in
12 that?

13
14 **Mayor Gillespie** replied that is the three (3).

15
16 **Councilor Bruhn** he attended Peralta's council meeting, the Village has been in violation of
17 the MOU for EMS with Peralta for the last couple of years. It was a Mutual Aid Agreement
18 and they are talking about cancelling it.

19
20 **Councilor Zamora** nothing to report.

21
22 **Councilor Wood** went to the library they had their quarterly library meeting, they have their
23 summer program set up. New Mexico Game and Fish are coming, magic shows, tons of
24 things. Their checkouts are progressively getting bigger. The librarian is doing a really good
25 job, has lots of good ideas and lots of good help.

26
27 **Mayor Pro Tem De Smet** nothing to report.

28
29 **7. REVIEW AND APPROVAL OF TREASURER'S REPORT – no official action**

30
31 Mayor Gillespie informed there is no treasurer's report, but there is a brief where you see
32 where the money is. No comments, no action taken.

33
34 **8. PUBLIC COMMENT (Comments are limited to 1 ½ Minutes, time cannot be shared)**

35
36 **Lee Wharton** had questions about where we stand on EMS, P&Z Officer contract,
37 Compliance Officer. She is curious about budget workshops and ARPA funds.

38
39 **Michael Brogden** has been here for many years, what he has seen happen over the last year
40 or so with the EMS, lighting, treasury, attorney fees, is a total embarrassment.

41
42 **Lillie McNabb** we have a chain of command and we should follow it. You might not like that
43 person, but they were appointed or elected. You must respect that position. We cannot work
44 apart; we must work together and put our personal feelings outside that door. She feels we
45 have lost what Bosque Farms was incorporated for. She also reminded about early voting.

46

1 Council Meeting
2 05/20/2026 page 6

3
4 **Eric Grantsburg** (on Public Comments sheet written as Wally Dollace) commented on the
5 amount of attorney's fees. He asked how much of that had to do with maybe possibly
6 prosecuting a citizen for IPRA requests for engaging in civic activity. He commented that
7 Attorney Winters is familiar with 42 USC 1983.

8
9 **9. REVIEW AND APPROVAL OF CONSENT AGENDA**

- 10
11 A. Minutes from Special Meeting held on April 22, 2026
12 B. Minutes from Special Meeting held on May 4, 2026

13
14 Councilor Bruhn made a motion to approve the minutes from April 22, 2026, Special Meeting
15 and May 4, 2026, Special Meeting as stated. Councilor Zamora seconded the motion.

16
17 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
18 for; and Councilor Zamora, for. **Motion carried unanimously.**

19
20 **10. CONSENT AGENDA**

- 21
22 A. Approving submittal of Grant Application. New Mexico Department of
23 Homeland Security and Emergency Management Mitigation Grant-Notice of
24 Interest as part of the FEMA approve mitigation plan for building resilient
25 infrastructure and communities. Grant application is for the installation of a
26 backup generator system in the Village of Bosque Farms Fire Station, which also
27 houses the Village of Bosque Farms Police and EMS Departments in the amount
28 of \$250,000.00. Grant requires a 25% match in the amount of \$62,500.00.
29
30 B. Approving submittal of Grant Application. New Mexico Department of
31 Homeland Security and Emergency Management Mitigation Grant-Notice of
32 Interest as part of the FEMA approved mitigation plan for building resilient
33 infrastructure and communities. Grant application is for the installation of a
34 backup generator system in the Village of Bosque Farms Community Center to
35 back up their heating and cooling system to include during extreme heat of
36 cooling location during emergencies in the amount of \$100,000.00. Grant requires
37 a 25% match in the amount of \$25,000.00.
38
39 C. Approving submittal of Grant Application. New Mexico Department of
40 Homeland Security and Emergency Management Mitigation Grant- Notice of
41 Interest as part of the FEMA approved mitigation plan for building resilient
42 infrastructure and communities. Grant application is for the installation of a
43 backup generator system in the Village of Bosque Farms Administrative Offices
44 to back up their environmental and network systems during emergency
45 situations to include having a safe space for heating and cooling system for
46 citizens in the amount of \$100,000.00. Grant requires a 25% match in the amount
47 of \$25,000.00.

1 Council Meeting
2 05/20/2026 page 7

3
4 **Mayor Gillespie** explained the three grant applications. They are an attempt to get funding
5 for three generators. One for the Fire Station, one for the Community Center and one for the
6 Village Office. We might be one of the only fire stations in the county of Valencia that does
7 not have a generator. The Community Center is a warming and/or cooling location for seniors
8 for the County Plan; it would be beneficial. The third is to keep the Village office up and
9 running.

10
11 **Mayor Pro Tem De Smet** made a motion to pull each item and vote on them separately from
12 the Consent Agenda. Councilor Zamora seconded the motion.

13
14 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
15 for; and Councilor Zamora, for. **Motion carried unanimously.**

16
17 **Mayor Pro Tem De Smet** deferred to Councilor Bruhn, the Village Fire Department, EMS,
18 and Police Department and offices are all in the same area is it necessary to have two separate
19 generators or can one power everything.

20
21 **Councilor Bruhn** explained that we should be able to have one generator, then we only have
22 one to service, we can power both buildings out of one generator. He would rather have a
23 bigger generator to run the Fire Station and the Village office than two separate ones.

24
25 **Councilor Wood** asked if the changes would change the grant.

26
27 **Mayor Gillespie** said it would change the volume of money necessary to do it. Mostly the
28 electrical work required to combine the two buildings is going to be expensive. To combine
29 Item A and Item C is fine.

30
31 **Clerk Martinez** assured we can amend these grants.

32
33 **Mayor Pro Tem De Smet** doesn't see the necessity for the Community Center but will defer
34 to the rest of the Council.

35
36 **Mayor Gillespie** informed the county looks at the Community Center as a warming/cooling
37 approval location for our seniors. Without power we would have to drag a generator in from
38 someplace to get them back on operation.

39
40 **Mayor Pro Tem De Smet** made a motion to combine Number 1, Item A and C of the consent
41 agenda for one grant application. Councilor Wood seconded the motion.

42
43 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
44 for; and Councilor Zamora, for. **Motion carried unanimously.**

45
46

1
2 Council Meeting
3 05/20/2026 page 8
4

5 **Mayor Gillespie** asked if we might want to do the community center or just drop that
6 application entirely?
7

8 **Councilor Bruhn** replied, if we could get the money and the match we proceed with the
9 application, if we don't get the match we can return the grant.
10

11 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
12 for; and Councilor Zamora, for. **Motion carried unanimously.**
13

14 **11. OLD BUSINESS**

15

16 **A. AUTHORIZING THE ADOPTION OF THE FOLLOWING: ORDINANCE NO.** 17 **2026-01 AN ORDINANCE AMENDING VILLAGE CODE, 9-1-11 BURNING OR** 18 **BURYING SOLID WASTE, AND, SECTION 11-3 OPEN BURNING.** 19

20 Attorney Winters gave a summary, this was on the agenda last month, the notice of intent was
21 published in accordance to law to approve tonight. It may have been approved in 2023. It was
22 forwarded to her by Fire Chief Brogdon, he believes this is what may have been passed in
23 2023. If passed it will be published one more time, then it will be forwarded to 360 for
24 amendment.
25

26 Mayor Pro Tem De Smet asked if Councilor Zamora's changes about religious burning was in
27 there.
28

29 Councilor Zamora said it looks like what he wanted is in there.
30

31 Mayor Pro Tem De Smet made a motion to approve authorizing the adoption of Ordinance No
32 2026-01 amending Village Code 9-1-11 Burning or Burying Solid Waste and Section 11-3
33 Open Burning. Councilor Wood seconded the motion.
34

35 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
36 for; and Councilor Zamora, for. **Motion carried unanimously.**
37

38 **12. NEW BUSINESS**

39

40 **A. AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ADOPT THE** 41 **FOLLOWING: ORDINANCE NO. 2026-02 AN ORDINANCE AMENDING** 42 **VILLAGE CODE, SECTION 4-1 FIRE DEPARTMENT.** 43

44 **Mayor Pro Tem De Smet** made a motion to approve the publication of Notice of Intent to
45 Adopt the following Ordinance No. 2026-02. Councilor Bruhn second the motion.
46

1
2 Council Meeting
3 05/20/2026 page 9
4

5 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
6 for; and Councilor Zamora, for. **Motion carried unanimously.**
7

8 **Attorney Winters** advised this is just a notice of intent to publish, if any of the public
9 inquires, we do not have a draft of this ordinance change. The idea behind publishing the
10 notice of intent is to let the public know that there will be red lines or changes to the
11 ordinance. We do not have a copy of those proposed changes.
12

13 Mayor Pro Tem De Smet said if it is Attorney Winters opinion is that we need to have an
14 EMS workshop first and then post for changes, she will take back her motion and postpone
15 until the next meeting.
16

17 **B. AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ADOPT THE**
18 **FOLLOWING: ORDINANCE NO. 2026-03 AN ORDINANCE AMENDING**
19 **VILLAGE CODE, APPENDIX, ARTICLE 9.2. PERSONNEL BOARD**
20 **MEMBERSHIP; COMPENSATION, REMOVING ONE MEMBER OF THE**
21 **VILLAGE COUNCIL**
22

23 Mayor Pro Tem De Smet made a motion to approve authorizing publication of Notice of
24 Intent to adopt the following: Ordinance No. 2026-03. Councilor Bruhn seconded the motion.
25

26 Attorney Winters noted the suggested changes to the ordinance. The Village Personnel Board
27 includes a member of the governing body, which presents problems and we ran into one of
28 those in a recent personnel action. She worked with Councilor Zamora on this and talked
29 about getting rid of the member of the governing body on the Personnel Board. There's
30 language now that would make the Personnel Board three members. One member would be
31 appointed by the mayor, one member would be appointed by the governing body, and the
32 third member would be appointed by those two personnel board members. We did put
33 language in here that includes some qualifications for the appointments, preferably somebody
34 with human resources, labor relations, legal, judicial or investigative experience. It was
35 updated a little bit, but mostly the intent was to make sure that governing body was not sitting
36 on the Personnel Board. It is subject to change. Look at it, get feedback, and it can be put on
37 the next agenda for final approval. This will authorize Clerk Martinez to publish Notice of
38 Intent.
39

40 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
41 for; and Councilor Zamora, for. **Motion carried unanimously.**
42
43
44
45
46

1 Council Meeting
2 05/20/2026 page 10

3
4 **C. CLOSED SESSION. Discuss limited personnel matters as permitted under**
5 **Section 10-5-1(H)(2) and to discuss real estate matters as permitted under 10-15-**
6 **1(H)(8) of the New Mexico Open Meetings Act; personnel related request for**
7 **special audit; Treasurer; hiring of Police Officer Patrick Hernandez; acquisition**
8 **of real estate.**
9

10 Mayor Pro Tem De Smet made a motion to adjourn to closed executive session at 7:33 p.m.
11 Councilor Wood seconded the motion.
12

13 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
14 for; and Councilor Zamora, for. **Motion carried unanimously.**
15

16 Mayor Pro Tem De Smet made a motion to come out of Closed Session and come back into
17 the Regular Meeting at 8:34 pm. Councilor Bruhn seconded the motion.
18

19 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
20 for; and Councilor Zamora, for. **Motion carried unanimously.**
21

22 Attorney Winters stated for the record and for the minutes the matters discussed in closed
23 meeting were limited only to those specified in the motion for closure, in particular as
24 permitted under section 10-5-1(H)(2) to discuss real estate and personnel matters and
25 permitted under 10-15-1(H)(8), again related to personnel related requests for special audit,
26 treasurer, hiring of police officer Patrick Hernandez and acquisition of real estate.
27

28 **D. Action Item related to Closed Session; personnel related request for special audit.**
29

30 No action was taken.
31

32 **E. Discussion and Possible Action Item related to Closed Session; Treasurer.**
33

34 Mayor Pro Tem De Smet made a motion to immediately post for the Treasurer position for
35 the Village of Bosque Farms. Councilor Bruhn seconded the motion.
36

37 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
38 for; and Councilor Zamora, for. **Motion carried unanimously.**
39

40 **F. Action Item related to hiring of police officer, Patrick Hernandez**
41

42 Councilor Bruhn made a motion to approve hiring of police officer Patrick Hernandez.
43 Councilor Zamora seconded the motion.
44

45 Roll call as follows: Councilor Wood, for; Mayor Pro Tem De Smet, for; Councilor Bruhn,
46 for; and Councilor Zamora, for. **Motion carried unanimously.**

Council Meeting
05/20/2026 page 11

14. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

15. ADJOURNMENT

Mayor Gillespie adjourned the meeting at 8:37 p.m.

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY
WILL BE HELD ON WEDNESDAY, JUNE 17, 2026.

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF JUNE 2026

Chris Gillespie, Mayor

(SEAL)

ATTEST:

Erica A. Martinez, Clerk/Administrator

STATE OF NEW MEXICO
VILLAGE OF BOSQUE FARMS, NEW MEXICO
NOTICE OF INTENT TO ADOPT THE FOLLOWING:

ORDINANCE NO. 2026-02

AN ORDINANCE AMENDING VILLAGE CODE, SECTION 4-1 FIRE DEPARTMENT.

NOTICE IS HEREBY GIVEN OF THE TITLE AND GENERAL SUBJECT MATTER CONTAINED IN AN ORDINANCE THAT THE VILLAGE COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NEW MEXICO, INTENDS TO ADOPT AT A MEETING ON JULY 15, 2026, AT 6:00 P.M. THE MEETING WILL BE HELD AT VILLAGE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NEW MEXICO.

Copies of the Ordinance will be available for inspection or purchase in the office of the Clerk during regular office hours.

This notice constitutes compliance with NMSA 1978 §3-17-3.

/s/ Erica Martinez
Clerk
June 17, 2026

**VILLAGE OF BOSQUE FARMS, NEW MEXICO
RESOLUTION # 847-15**

**A RESOLUTION ADOPTING A SCHEDULE OF ADMINISTRATIVE FEES FOR THE
COMPREHENSIVE ZONING ORDINANCE 10-1**

WHEREAS, the Governing Body of the Village of Bosque Farms of the State of New Mexico has adopted a Comprehensive Zoning Ordinance; and

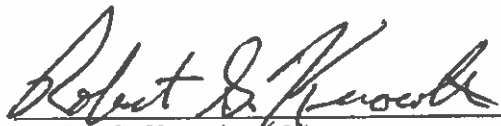
WHEREAS, the ordinance allows the Village of Bosque Farms to assess administrative fees; and.

WHEREAS, the Village of Bosque Farms is required to have a schedule setting the fees associated with the administrative fees designated in the Comprehensive Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Village of Bosque Farms that the attached **Schedule of Fees** be adopted by this resolution.

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF OCTOBER 2015.

VILLAGE OF BOSQUE FARMS


Robert G. Knowlton, Mayor

(SEAL)

ATTEST:

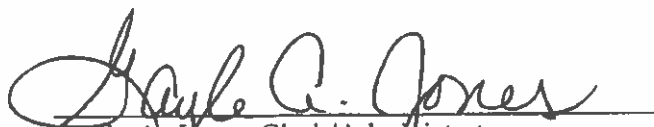

Gayle A. Jones, Clerk/Administrator

EXHIBIT A

SCHEDULE OF ADMINISTRATIVE FEES

The following fee schedule shall apply to the corresponding sections set forth in the Comprehensive Zoning Ordinance 10-1:

1. Amendment (Special Use Zone):	\$300.00
2. Amendment (Text change):	\$300.00
3. Amendment (Zone boundary change):	\$300.00
4. Appeal:	75% of Original application fee
5. Conditional Use Permit (Commercial):	\$150.00
6. Conditional Use Permit (Home Occupation)	\$50.00
7. Development / Flood Hazard Prevention Review:	\$35.00
8. Sign Permit:	\$25.00 + \$1.00 per square foot per sign
9. Street Banner Signs:	\$500.00
10. Mobile Home Permit Fee (Includes Development / Flood Hazard Prevention Development Review)	\$75.00
11. Variance	\$100.00

STATE OF NEW MEXICO
VILLAGE OF BOSQUE FARMS, NEW MEXICO
NOTICE OF INTENT TO ADOPT THE FOLLOWING:

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING VILLAGE CODE, SECTION 10-2-23 INCREASING
CERTAIN SUBDIVISION ADMINISTRATIVE FEES

NOTICE IS HEREBY GIVEN OF THE TITLE AND GENERAL SUBJECT MATTER
CONTAINED IN AN ORDINANCE THAT THE VILLAGE COUNCIL OF THE VILLAGE OF
BOSQUE FARMS, NEW MEXICO, INTENDS TO ADOPT AT A MEETING ON July 15, 2026,
AT 6:00 P.M. THE MEETING WILL BE HELD AT VILLAGE COUNCIL CHAMBERS, 1455
WEST BOSQUE LOOP, BOSQUE FARMS, NEW MEXICO.

Copies of the Ordinance will be available for inspection or purchase in the office of the Clerk
during regular office hours.

This notice constitutes compliance with NMSA 1978 §3-17-3.

/s/ Erica Martinez
Clerk
June 17, 2026

10-2-23Administrative fees, provides:

- A. General subdivision fee. To cover general expenses related to processing subdivisions, an administrative fee will be charged. The administrative fee shall be \$100 plus \$80 per lot, with the exception of a minor subdivision, which shall require a fee of \$80 per lot. The subdivider shall pay any needed engineering fees.
- B. Vacation and replat fees. To cover expenses related to processing, any replat or vacation of plat shall require a fee of \$50 upon application for each such action.
- C. Variance. To cover expenses related to processing of a variance, an administrative fee of \$100 will be charged upon application for such action.
- D. Method of payment. Fees shall be made payable to the Village. Fees are nonrefundable. All fees shall be paid following completion of the preapplication procedure and upon application for preliminary plat approval or, in the case of a minor subdivision, upon application for final plat approval.

STATE OF NEW MEXICO
VILLAGE OF BOSQUE FARMS, NEW MEXICO
NOTICE OF INTENT TO ADOPT THE FOLLOWING:

ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING VILLAGE CODE ORDINANCE SECTIONS 9-2-10 AND 9-3-20 INCREASING WATER AND WASTEWATER CHARGES

NOTICE IS HEREBY GIVEN OF THE TITLE AND GENERAL SUBJECT MATTER CONTAINED IN AN ORDINANCE THAT THE VILLAGE COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NEW MEXICO, INTENDS TO ADOPT AT A MEETING ON July 15, 2026, AT 6:00 P.M. THE MEETING WILL BE HELD AT VILLAGE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NEW MEXICO.

Copies of the Ordinance will be available for inspection or purchase in the office of the Clerk during regular office hours.

This notice constitutes compliance with NMSA 1978 §3-17-3.

/s/ Erica Martinez
Clerk
June 17, 2026

Water, Section 9-2-10

A. Usage.

- (1) Residential meter with a usage of less than 5,000 gallons per month will be a minimum charge of \$34.81 per month.
- (2) Water usage between 5,001 gallons and 7,000 gallons will be an additional \$3 per 1,000 gallons.
- (3) Water usage of 7,001 gallons or more will be an additional \$4 per 1,000 gallons.
- (4) On July 1 of each year, the minimum monthly charge contained in this article shall be adjusted automatically to reflect a 3% cost-of-living increase.

§ 9-3-20 Sewer use fees.

The monthly sewer use fees shall be as follows:

(1) Residential customers connected to Village water:

(a) Minimum fee for:

- [1] Single grinder pumping unit: \$32.93.

(b) Plus commodity fee of:

[1] Water usage between 5,001 gallons and 10,000 gallons will be an additional \$4 per 1,000 gallons.

[2] Water usage between 10,001 gallons and 20,000 gallons will be an additional \$6 per 1,000 gallons.

[3] Water usage between 20,001 gallons and 40,000 gallons will be an additional \$8 per 1,000 gallons.

[4] Water usage of 40,001 gallons or more will be an additional \$10 per 1,000 gallons.

(2) Residential customers not connected to Village water:

(a) Minimum fee for:

- [1] Single grinder pumping unit: \$49.75.

(3) Commercial customers connected to Village water or master water meter customers:

(a) Minimum fee for:

[1] Single grinder pumping unit: \$32.93.

[2] Double grinder pumping unit: \$57.57.

[3] Specialty grinder pumping unit and use of grinder pump: to be determined based on type.

(b) Plus commodity fee of:

[1] Water usage between 5,001 gallons and 10,000 gallons will be an additional \$4 per 1,000 gallons.

[2] Water usage between 10,001 gallons and 20,000 gallons will be an additional \$6 per 1,000 gallons.

[3] Water usage between 20,001 gallons and 40,000 gallons will be an additional \$8 per 1,000 gallons.

[4] Water usage of 40,001 gallons or more will be an additional \$10 per 1,000 gallons.

(4) Commercial customers not connected to Village water:

(a) Minimum fee for:

[1] Single grinder pumping unit: \$49.75.

[2] Double grinder pumping unit: \$57.57.

Village of Bosque Farms
STATE OF NEW MEXICO

REQUEST FOR PROPOSALS (RFP)

RFP# 2026-01-100

ANNUAL LEGAL SERVICES

VILLAGE OF BOSQUE FARMS PROCURMENT

1455 WEST BOSQUE LOOP

BOSQUE FARMS, NM 87068

ISSUE DATE 06-22-2026.

QUESTION DEADLINE: 07-06-2026@ 5:00 PM

DUE DATE: 07-09-2026 @ 2:00 PM

OTHER INFORMATION: COMMODITY CODE REF: NIGP: 96149 NIGP:91784 NIGP:

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal (RFP) may result in your proposal being classified as non-responsive. This Request for Proposal will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks.
(13-1-191 NMSA 1978)

SUMMARY SCOPE OF WORK

The scope of work is for Legal Services and shall consist of the following:

- Provide day-to-day legal services to the Village Council and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Attend All Village Council Meetings and Administrative Hearings
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances
- Subdivision, property and road experience
- Advise Village officials as directed by Mayor or Clerk/Administrator
- To be respectful and diplomatic to all staff
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- Timely Response to inquiries
- Provide written legal opinions and advise Village on methods to avoid civil litigation.
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments, as directed by Mayor or Clerk/Administrator
- Advise Council on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations that may arise.
- Legal staff will provide legal opinions and guidance- but will ultimately leave final decisions to the Village Council and Administration- and continue to provide legal support based on these decisions

The scope of the procurement consists of **Annual Legal Services for the Village of Bosque Farms.** This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by this Contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award. Contract award is expected on or about July 2026.

CHIEF PROCUREMENT OFFICER

The Village of Bosque Farms has designated a Chief Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Offerors may contact ONLY the Chief Procurement Officer regarding the procurement. Other Village employees do not have the authority to respond on behalf of the Village of Bosque Farms

Erica A. Martinez
Village of Bosque Farms Chief Procurement Officer

Delivery Address 1455 Bosque Loop

Bosque Farms, NM 87068

Mailing Address: P.O. Box 660 Peralta, NM 87042

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Village Council" means the elected members of the Governing Body in whom the corporate authority of the Village is vested and are responsible for the proper and efficient financial oversight of the Village government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters a binding contract.

"Council" means the Village of Bosque Farms, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by Village management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities or contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Chief Procurement Officer" means the person or designee authorized by the Village to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the Village" means the department or other subdivision of the Village of Bosque Farms that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Village of Bosque Farms Purchasing Office or the Village of Bosque Farms Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Purchasing Agent for the Village of Bosque Farms.

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

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

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which 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 and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by, the offeror in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links: - **New Mexico Procurement Code** <http://www.nmonesource.com>

Village of Bosque Farms Procurement Department Website
www.bosquefarmsnm.gov Located in Vendor Registry- See All Active RFPs, ITBs, RFQs

-Village of Bosque Farms Procurement Regulations

Standardized Classification Code Statute (*Effective July 1, 2016*) In compliance with the requirements of legislation passed in 2015, and codified at Sections 13-1-95 D (8) and 13-1-30.1 NMSA 1978 (see attachment A), the State Purchasing Agent has developed for use by each state agency and local public body standard classification codes for all procurement expenditures being made by those entities. The National Institute of Governmental Purchasing (NIGP) 5-digit codes are currently available in excel format, attached to this correspondence (Attachment B), and may be obtained by visiting the State Purchasing Division website. The codes are available for immediate use by all state agencies and local public bodies under a statewide license agreement entered into by the State Purchasing Division. Under this contract, use of the code license is at no cost to New Mexico agencies and public bodies. For more information, or if you have questions regarding NIGP codes and their use under the new statute, please contact the State Purchasing Division at 505-827-0468.

Please visit the Village of Bosque Farms website: <http://www.bosquefarmsnm.gov> PROCUREMENT-FREE VENDOR REGISTRY LINK- For the opportunity to fill out and submit the Bosque Farms Village Vendor Registration form, which will allow you notifications of all addendums and future projects. **NOTE: You will be required to be a registered vendor in Vendor Registry to see any update.**

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule.

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Chief Procurement Officer (CPO)	June 22, 2026
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	July 6, 2026
3. Pre-Proposal Conference	Potential Offerors (PO)	NONE
4. Deadline to Submit Questions	PO	July 6, 2026
5. Response to Written Questions/ RFP Amendments	PM	July 8, 2026
6. Submission of Proposal	Offerors	July 9, 2026, 2:00 PM
7. Proposal Evaluation	Evaluation Committee (EC) I	July 10, 2026,
8. Notification of Finalists (If desired)	Chief Procurement Officer I (CPO)	Pending
9. Best & Final Offer (If requested)	Offerors	Pending
10. Oral Presentations (If requested)	N/A	TBD
Contract Negotiations (If needed)	Tentative winner/Village	TBD
1. Contract Award*	Chief Procurement Officer /Council*	July 2026
2. Protest Deadline	Offerors	15 Days after NOA

*Contract award is subject to approval of the Village Council.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Village of Bosque Farms, Chief Procurement Officer on behalf of the Village Council of Bosque Farms.

2. Return of "Acknowledgment of Receipt" Form for Distribution List.

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document.

(See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. There is not a Pre-Proposal Conference associated with this procurement.
Pre-Proposal Conference. N/A

4. Deadline to submit written questions.

Potential offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Chief Procurement Officer (See EXHIBIT B- RFP Question Submittal Form).

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in **RFP #2026-01-100.** Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED** to the **"LEGAL SERVICES"** Request for Proposals. A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7.Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by Village management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Chief Procurement may at his option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8.Notification of Finalists

The Evaluation Committee may select, and the Chief Procurement Officer may notify finalist offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the Village.

9.Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

10.Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Chief Procurement Officer will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Bosque Farms, NM 87068. Each presentation will be limited to a fixed amount of time as designated by the Chief Procurement Officer in the Oral Presentation requirement notification.

11.Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than on the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the Village reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12.Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Village Council will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Chief Procurement Officer or the Village Council.

Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the Village, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13.Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and the Village of Bosque Farms Procurement Policy. The fifteen (15) day protest period for timely offerors shall begin on the day following the contract award and will end at 5:00 PM on the date indicated in Section II.A (Sequence of Events),

above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Certified Purchasing Agent.

Village of Bosque Farms
Attn. Erica A. Martinez, Village Clerk/Administrator, Chief Procurement Officer
1455 W. Bosque Loop
Bosque Farms, NM 87068

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Bosque Farms Procurement Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in letter of transmittal form (see Exhibit A). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Village. The Village will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the Village Purchasing Office.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the, following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates Bosque Farms or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by

sending written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as: final.

12. Legal Review

The Village requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror's concerns must be promptly brought to the attention of the Chief Procurement Officer.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Village in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Village and the contractor will follow the format specified by the Village and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the Village reserves the right to negotiate with a successful Offeror provision in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Village's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The Village may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Village and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the Village. The Village may or may not accept the additional language, at the Village's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Village and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Village reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Village, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

22. Village Rights

The Village reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Village. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Chief Procurement Officer in writing of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26.Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the Village.

27.Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability by Bosque Farms.

28.Confidentiality

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

29.Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

30.Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the Village, the version maintained by the Village shall govern.

III. RESPONSE FORMAT AND ORGANIZATION**A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver five (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for five (5) identical copies would be fulfilled by submitting the Original and four (4) copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- i. Table of Contents
- ii. Conflict of Interest *(Mandatory- See Appendix-C)
- iii. Campaign Contribution Disclosure Form* (Mandatory- See Appendix D)
in a sealed and labeled envelope.
- iv. Resident Veterans/Local Preference (Mandatory- See Appendix E)
- v. Letter of Transmittal Form (Mandatory-See Exhibit-A)
- vi. Proof of Insurance
- vii. License
- viii. Proof of Insurance
- ix. Capability and Agreement to Perform

Requirements of Offeror Submitting Proposals

References

- i. Resume
- ii. Cost Response Form* (Mandatory- See Exhibit-C) in a sealed and labeled envelope
- iii. Other Supporting Material**

*Only the single original needs to be provided and must be secured in the binder marked "Original" in the required sealed and labeled envelope.

**See also Section III.C.3., immediately below.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Exhibit-C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this

material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

2. Letter of Transmittal Form

The Letter of Transmittal Form at Exhibit A **must** be completed, signed and included with the offeror's proposal.

3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be score.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

This RFP is to secure Annual Legal Services. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal may result in your proposal being classified as non-responsive. This Request for Proposal will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

(13-1-191 SA 1978)

B. MANDATORY REQUIREMENTS

Pass/Fail

1. Conflict of Interest (0* Points — Pass/Fail Only)

APPENDIX C

Village of Bosque Farms Conflict of Interest-Debarment/Suspension Certification Form

2. Campaign Contribution Disclosure Form (0* Points-Pass/Fail Only)

APPENDIX D

Offeror must complete and sign the Campaign Contribution Disclosure Form

3. Letter of Transmittal Form (0* Points — Pass/Fail Only)

EXHIBIT A

Offeror must complete and submit the "Letter of Transmittal Form."

4. Resident Veterans Preference Certification (0* Points — Pass/Fail Only)

APPENDIX E-

Offeror must complete and submit Resident Veterans Preference

5. Insurance (0* Points — Pass/Fail Only)

Offeror must submit a certificate of insurance.

6. License (0* Points-Pass/Fail Only)

Offeror must submit a valid business license with their submittals.

Mandatory Requirements Points

7. Capability and Agreement to Preform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services.

8. Requirements of Offeror Submitting Proposals (200 Points)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association. Supporting documentations required.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Offer must describe, in narrative form, their qualifications to accomplish the activities cited within this Section IV.B as well as relevant experience and past record of successful performance. Legal services for local Government, Municipalities and Colonia's.

10. References (100 points)

Offeror must provide references of at least three (3) public entities.

11. Resume (s) (100 Points)

Offeror must provide a resume (s) provided based on the background and knowledge of each attorney who will be directly associated with the Village.

12. Cost Response Form (200 Points)

EXHIBIT C- Cost to be tabulated and formatted into final score sheet.

13.TOTAL POSSIBLE SCORED POINTS: 100

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	MANDATORY REQUIREMENTS	POINTS AVAIL.
	PASS/FAIL ONLY	
V.B.1	Conflict of Interest- Appendix C	0*
V.B.2	Campaign Contribution Disclosure Form- Appendix D	0*
V.B.3	Letter of Transmittal Form- Exhibit A	0*
V.B.4	Resident Veterans Preference Certification- Appendix E	0*
V.B.5	Insurance	
V.B.6	License	0*
	POINTS	
V.B.7	Capability and Agreement to Perform	200
V.B.8	Requirements of Offeror Submitting Proposal (Pass/Fail)	0*
V.B.9	Offeror (Offeror Team) Qualifications and Experience	200
V.B.10	References	200
V.B.11	Resume	200
V.B.12	Cost Response Form- Exhibit C	200
V.B.13 TOTAL	Total Possible Awarded Points	1,000

*Pass/Fail only.

B. Evaluation FACTORS

Points will be awarded based on the evaluation factors found in V.B.7 through V.B.12, as indicated.

C. MANDATORY REQUIREMENTS

PASS/FAIL

1. Conflict of Interest (0* Points)

Pass/Fail

APPENDIX C

Bosque Farms Conflict of Interest-Debarment/Suspension Certification Form

Campaign Contribution Disclosure Form (0* Points)

Pass/Fail only.

APPENDIX D

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form — whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the Village of Bosque Farms are:

Mayor Chris Gillespie, Mayor Pro Tem E. Desmet, Councilor Wood, Councilor J. Bruhn, M. Zamora

3. Letter of Transmittal Form (zero points)

Pass/Fail only.

EXHIBIT A

Offeror must complete and submit the "Letter of Transmittal Form", found in EXHIBIT A, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

4. Resident Veterans Preference Certification (0* Points)

Pass/Fail only.

APPENDIX E

Offeror must provide a copy signed copy of the "Resident Veterans Preference Certification", found in APPENDIX E, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

5. Insurance (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid certificate of liability insurance with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

6. License (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid license with their proposal. The license shall indicate firm is licensed and is able to provide professional legal services in the State of New Mexico. The license must be signed and dated by an individual authorized to contractually bind the firm. Including the State of New Mexico Seal.

7. Capability and Agreement to Perform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the sample contract at Exhibit" D, statement of concurrence is required.

8. Requirements of Offeror Submitting Proposals (Pass/Fail Only)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Points will be awarded based on the depth and breadth of experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror's response. Offeror responses will also be compared to submittals from other offerors under this RFP.

10. References (200 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the offeror and the products provided or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

11. Resume (200 Points)

Points will be awarded based on the resume (s) provided based on the background and knowledge of each person (s) who will be conducting professional services directly with the Village. Each resume is to indicate their knowledge and background regarding governmental laws, litigations and terminations (if applicable)

12. Cost (200 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{X 200}} \times \frac{\text{This Offeror's Total Proposed Cost}}{\text{X 200}}$$

Note: The Chief Procurement Officer will tabulate the points according to the formula and include them in the final score sheet in accordance with the final scores weighted by evaluating committee with section V.B.6- V.B.10.

13. Total Possible Points- Score Based on Combined Totals of selected Committee

Evaluations and Scoring.

D. EVALUATION PROCESS

1. Initial Review
 - a. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.
2. Clarifications
 - a. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. Other Information Sources
 - a. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.1 8.
4. Veteran Preference; Resident Business/Contractor Preference /Local
 - a. 13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-21 NMSA 1978. As amended Application of Preferences. Appendix E
5. Scoring and Contract Award Recommendation
 - a. Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the Village, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Chief Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless.
6. Cost Response Scoring
 - a. Responsive proposals will be evaluated and tabulated by the Chief Procurement Officer and added to the final tabulated score sheet in occurrence with committee evaluating scores of the above pointed criteria and formula.
7. Basis of Award
 - a. In accordance with combined committee evaluations and scoring based on the pointed criteria and cost formula, the Chief Procurement Officer will issue a final determination based on the committee member's unanimous agreement for the selected firm, to represent the Village of Bosque Farms for Legal Services. Once the decision has been solidified the awarded contract agreement will be presented to the Village Council for approval.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

Bosque Farms Village RFP #2026-01-100

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Exhibit D.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than July 6, 2026; 5:00 PM

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO. _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

Erica A. Martinez
Chief Procurement Officer
1455 W. Bosque Loop | Bosque Farms, NM 87068
Phone: (505)869-2357
E-mail: clerkadmin@bosquefarmsnm.gov

APPENDIX B**ACKNOWLEDGMENT OF ADDENDA****THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND
RETURNED WITH THE RFP # 2021-08-013****ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____	Dated _____	Addenda No. _____	Dated _____
Addenda No. _____	Dated _____	Addenda No. _____	Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Responder has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Responder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

NEW MEXICO LOCAL PREFERENCE NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE: _____

APPENDIX C (MANDATORY)

**BOSQUE FARMS VILLAGE CONFLICT OF INTEREST-DEBARMENT/SUSPENSION
CERTIFICATION FORM**

**THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE
ORDER/AGREEMENT IS \$20,000 OR GREATER**

CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Village employee while such employee was or is employed by the Village and participating directly or indirectly in the County's contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee of the Village; (iv) the Contractor is not a member of the family of a public officer or employee of the Village, a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment directly resulted in the County's making this Agreement.

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance With Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Village.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the Village relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Village, at ANNUAL LEGAL SERVICES FOR Village of Bosque Farms any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this.

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Village and notwithstanding anything in the Agreement to the contrary, the Village may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the Village Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or bid but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address: _____

City/State/zip: _____

APPENDIX D (MANDATORY)

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 an bid 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 INVITATION TO BID 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid. ANNUAL LEGAL SERVICES FOR Village of Bosque Farms

"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

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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 Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

"Prospective contractor" means a person or business that is subject to the competitive sealed RFP process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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): **Chris Gillespie; Erica DeSmet; Ronita Wood; Manuel Zamora; James Bruhn**

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

APPENDIX E (MANDATORY)

RESIDENT VETERANS' PREFERENCE CERTIFICATION

(NAME _____ OF _____ CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE (2) CHECK BOXES LISTED BELOW:

I declare that my firm is **ineligible** to receive New Mexico Resident Veterans Preference.

I declare that my firm is **eligible** to receive New Mexico Resident Veterans Preference

Please Indicate: Veteran Preference 10% under \$3 Million

Local Preference: 5%

AN ACT RELATING TO PROCUREMENT; AMENDING THE RESIDENT VETERAN BUSINESS PREFERENCE; REPEALING LAWS 2012, CHAPTER 56, SECTION 2 AND LAWS 2012, CHAPTER 56, SECTION 6.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO: SECTION 1. Section 13-1-21 NMSA 1978 (being Laws 1979, Chapter 72, Section 1, as amended) is amended to read: "13-1-21. APPLICATION OF PREFERENCES. --

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose, of selling goods or services, including growing, producing, processing or distributing agricultural products;

"Formal bid process" means a competitive bid process.

(2) "Formal request for proposals process" means a competitive

proposal

process, including a competitive qualifications-based proposal process;

(3) "public body" means a department, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule

municipalities;

(4) "Recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications;

"Resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran business; and (7) "resident veteran business" means a business that has a valid resident Veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. Except as provided in Subsection C of this section, when a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be five percent lower than the bid actually submitted; or resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in HB 93 the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal bid process and the bids are received for both recycled content goods and non-recycled content goods, the public body shall deem bids submitted for recycled content goods from any business, except a resident veteran business, to be five percent lower than the bids actually submitted; or bids submitted for recycled content goods from a resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bids actually submitted.

D. When a public body makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional: **five percent of the total weight of all the factors used in evaluating the proposals to a resident business; and ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year. HB 93**

E. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to: five percent of the total possible points to a resident business; or ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

F. When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference provided pursuant to Subsection B, g, D or E of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

G. A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

H. A public body shall not award a business both a resident business preference and a resident veteran business preference.

x. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section J. This section shall not apply when the expenditure includes federal funds for a specific purchase." SECTION 2. Section 13-4-2 NMSA 1978 (being Laws 1984, Chapter 66, Section 2, as amended) is amended to read: "13-4-2. APPLICATION OF PREFERENCE. —

A. For the purposes of this section:

- (1) "formal bid process" means a competitive sealed bid process;
- (2) "formal request for proposals process" means a competitive sealed proposal process; including a competitive sealed qualifications-based proposal process.
- (3) "public body" means a department, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;
- (4) "public works contract" means a contract for construction, construction management, architectural, landscape architectural, engineering, surveying or interior design services.
- (5) "resident contractor" means a person that has a valid resident contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 but does not include a resident veteran contractor; and
- (6) "resident veteran contractor" means a person that has a valid resident veteran contractor certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978.

B. For the purpose of awarding a public works contract using a formal bid process, a public body shall deem a bid submitted by a:

- (1) resident contractor to be five percent lower than the bid actually submitted; or (2) resident veteran contractor with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

C. When a public body awards a contract using a formal request for proposals process, not including contracts awarded on a point-based system, the public body shall award an additional:

- (1) five percent of the total weight of all the factors used in evaluating the proposals to a resident contractor; or
- (2) ten percent of the total weight of all the factors used in evaluating the proposals to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

D. When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award an additional of the equivalent of:

- (1) five percent of the total possible points to a resident contractor; or
- (2) ten percent of the total possible points to a resident veteran contractor that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

E. When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided pursuant to Subsection B, C or D of this section shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract that will be performed by each contractor as specified in the joint bid or joint proposal.

F. A resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is the owner of a business that is a resident veteran contractor shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

G. A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference.

H. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section." SECTION 3. A new section of the Procurement Code is enacted to read:

"DUTY TO PROMULGATE RULES. --The secretary of general services shall promulgate rules necessary to implement the provisions of this 2016 act"

SECTION 4. REPEAL. --Laws 2012, Chapter 56, Section 2 and Laws 2012, Chapter 56, Section 6 are repealed. SECTION 5. EFFECTIVE DATE. --The effective date of the provisions of this act is July 1, 2016.

"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 and ending on 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 understand that knowingly giving false or misleading information on this report constitutes a crime. "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 facts regarding this matter constitutes a crime.

By: _____ Date: _____

Business Representative

EXHIBIT A (MANDATORY)

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

2. For the person authorized by the organization to contractually obligate the organization:

Name

Title

3. For the person authorized to negotiate the contract on behalf of the organization:

Name

Title

E-Mail Address

Telephone Number

4. For the person to be contacted for clarifications:

Name

Title

E-Mail Address

Telephone Number

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

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP # 2026-01-100.
- I acknowledge receipt of all amendments to this RFP.

Date; _____

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

EXHIBIT B**RFP Question Submittal Form****RFP# 2021-09-013**

All written questions must be addressed to the Buyer for this RFP. Bidders are to submit written questions using the format below or submitted in similar format sequence. Written responses to the questions received will be distributed by Village of Bosque Farms Procurement Agent as addenda to this RFP solicitation. Submit questions to Bosque Farms, clerkadmin@bosquefarmsnm.gov

Question #	Reference Page/Paragraph/Sec	Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Question Deadline: July 6, 2026 @ 5:00 PM

EXHIBIT C (MANDATORY)

COST RESPONSE FORM

Bosque Farms Village RFP # 2026-01-100

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost.

OFFEROR NAME: _____

TOTAL MONTHLY FIXED RATE WITHOUT GRT \$ _____

WRITTEN IN WORDS: _____

TOTAL PROPOSED COST WITHOUT GRT \$ _____

WRITTEN IN WORDS: _____

OTHER COST/EXPENSES WITHOUT GRT \$ _____

(PLEASE, PROVIDE EXPLANATION ON SEPARATE DOCUMENTS AND REFERENCE)

WRITTEN IN WORDS: _____

SIGNATURE OF AUTHORIZED VENDOR:

NAME AND TITLE

DATE

EXHIBIT D
SAMPLE CONTRACT
BOSQUE FARMS

CONTRACT 42021-09-2013

THIS AGREEMENT is made and entered into by and between the Village of Bosque Farms, hereinafter referred to as the "Village" and

Big Joe law, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Village Council.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The Village shall pay to the Contractor in full payment for services satisfactorily performed _____ dollars (\$ _____) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Village to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Village no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the Village finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the

Contractor may take remedial action. Upon certification by the Village that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on

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the date it is postmarked. However, the Village shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement is for one (1) year from the date of approval by the Village of Bosque Farms Council. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Village is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Village or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. **Termination Management.** Immediately upon receipt by either the Village or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Village; 2) comply with all directives issued by the Village in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Village shall direct for the protection, preservation, retention or transfer of all property titled to the Village and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds

shall become property of the Village upon termination and shall be submitted to the Village as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Village Council, this Agreement shall terminate immediately upon written notice being given by the Village to the Contractor. The Villages' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Village proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village of Bosque Farms. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Bosque Farms as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Bosque Farms unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Village.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Village. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Village. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the Village, its officers and employees, and the Village of Bosque Farms from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Village.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Village of Bosque Farms and shall be delivered to the Village no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Village employee while such employee was or is employed by the Village and participating directly or indirectly in the Villages' contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Villages' making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Village. RFP # 2026-01-100
ANNUAL LEGAL SERVICES FOR Village of Bosque Farms

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Village relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Village at any time during the term of this Agreement; Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Village and notwithstanding anything in the Agreement to the contrary, the Village may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other require signatories.

14. Merger

This Agreement 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 this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledge agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Village.

18. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Village, the Department of Finance and Administration and the State Auditor. The Village shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Village to recover excessive or illegal payments.

19. Disclaimer and Hold Harmless.

Bosque Farms Village shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Bosque Farms Village harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Bosque Farms Village in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Equal Opportunity Compliance

The Contractor agrees to abide by all federal, state and village laws and rules and regulations. Pertaining to equal employment opportunity. In accordance with all such law, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of the Agreement Contractor agrees to take appropriate steps to correct these deficiencies.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Village of Bosque Farms from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Village of Bosque Farms and the New Mexico Municipal League by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee

Annual Legal Services for Village of Bosque Farms

of any Village, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Village, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the Village are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the Village. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the Village shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this.

28. Succession

This agreement shall extend to and be binding upon the successors and assigns of the Parties

29. Force Majeure

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed

It is expressly understood that this Agreement is not binding upon the Village until it is executed by the Village Council after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation

All parties hereto will fully cooperate with each other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence

Request for Proposals No. [2026-01-100] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- a. Any contract amendment(s), in reverse chronological order; then
- b. This contract itself; then
- c. The Request for Proposals; then
- d. The Contractor's Best and Final Offer(s), in reverse chronological order; then
- e. The contractor's proposal; then
- f. The contractor's standard agreement terms and conditions which may or may not have been submitted as part of the contractor's proposal)

35. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the Village of Bosque Farms against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Village of Bosque Farms based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the Village of Bosque Farms for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Village of Bosque Farms shall:

- i. gives the contractor prompt written notice of any claim.
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

Annual Legal Services for Village of Bosque Farms

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provides a procuring agency of the Village the right to continue using the product or service.

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less than the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the Village to the extent such modification is the cause of the claim.

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of [insert appropriate coverage amounts depending on assignment].

37. Notices

My notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: Village of Bosque Farms

Erica A. Martinez, Chief Procurement Officer
1455 W. Bosque Loop
Bosque Farms, NM 87068

To the Contractor's: _____

Printed Name: _____

Address: _____

By: _____ Date: _____

NAME AND TITLE OF CONTRACTOR
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Village Chief Procurement Officer below:

By: _____ Date: _____

Erica A. Martinez, Village Administrator, CPO

VILLAGE COUNCIL

APPROVED, ADOPTED AND PASSED on this _ day of _, 2026.

Chris Gillespie, Mayor

Date: _____

Attest:

Erica A. Martinez
Bosque Farms Village Clerk/
Administrator

Date: _____

Bosque Farms Chief Procurement Officer:

By: _____ Date: _____

Erica A. Martinez, CPO
Village of Bosque Farms Clerk/Administrator

_____ Date: _____

Attachment I

Scope of Work

Required activities include, but are not necessarily limited to -

The scope of work is for Legal Services and shall consist of the following:

The scope of work is for Legal Services and shall consist of the following:

- Provide day-to-day legal services to the Village Council and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Attend All Village Council Meetings and Administrative Hearings
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances and other Village departments.
- Subdivision, property and road experience
- Advise elected officials.
- To be respectful and diplomatic to all staff
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred.
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- Timely Response to inquiries
- Provide written legal opinions and advise Village on methods to avoid civil litigation.
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments as needed.
- Advise Council on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Legal staff will provide legal opinions and guidance- but will ultimately leave final decisions to the Village Council and Administration- and continue to provide legal support based on these decisions

VILLAGE OF BOSQUE FARMS

RESOLUTION NO. 1091-26

A RESOLUTION PROCLAIMING DANGEROUS FIRE CONDITIONS AND DROUGHT CONDITIONS EXISTING WITHIN THE VILLAGE OF BOSQUE FARMS; IMPOSING RESTRICTIONS ON THE SALE AND USE OF FIREWORKS WITHIN THE VILLAGE OF BOSQUE FARMS

WHEREAS the fire danger is severe in the Village of Bosque Farms and surrounding jurisdictions; and

WHEREAS as indicated in the National Oceanic and Atmospheric Administration (<https://www.drought.gov/states/new-mexico>) 1.9 million New Mexicans reside in areas of drought, and February 2026 was the 21st driest February on record since 1895 with 0.26in of total precipitation down .38 inches from normal; and

WHEREAS the possibility of extreme fire situations will severely burden local, state and federal resources; and

WHEREAS pursuant to §60-2C-8.1 NMSA 1978, as amended, the governing body of the Village of Bosque Farms is authorized to restrict the sale and use of certain fireworks within the boundaries of the Village, limit the use of certain other fireworks and restrict the sale and use of display fireworks.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the governing body of the Village of Bosque Farms, New Mexico that:

1. Drought conditions exist within the boundaries of the Village which affects the safety and welfare of Bosque Farms citizens and their property.
2. The use of:
 - a. missile-type rockets, helicopters, aerial spinners, stick-type rockets and ground audible devices within the Village of Bosque Farms is banned;
 - b. ground and hand-held sparkling and smoke device type fireworks, as identified and defined in § 60-2C-7(A)(I) NMSA 1978 within the Village of Bosque Farms is LIMITED TO AREAS THAT ARE PAVED OR BARREN or that have a readily accessible source of water for use by the homeowner or general public; and
 - c. display fireworks are banned within the Village of Bosque Farms.
3. Notwithstanding the aforementioned bans, fireworks restrictions shall be effective for

a period of thirty (30) days; however, the Governing Body may issue succeeding proclamations, bans and restrictions if extreme or severe drought conditions continue and are warranted.

PASSED, ADOPTED AND APPROVED this ___ day of June, 2026.

Chris Gillespie, Mayor

ATTEST:

Erica Martinez, Clerk Administrator

RESOLUTION NO. 1092-26

A CONTRACT FUNDING RESOLUTION TO THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION

WHEREAS, the Village of Bosque Farms previously entered into an agreement with the New Mexico Department of Transportation (NMDOT) for the Transportation Project Fund (TPF) Agreement Number LP30037 in the amount of \$925,000.00 for roadway improvements to Esperanza Drive, and,

WHEREAS, the project limits of the improvements are from West Bosque Loop to NM 47, and;

WHEREAS, the Village of Bosque Farms has agreed to provide matching funds at a percentage of 5% of the total cost of the project, and;

WHEREAS, the Village of Bosque Farms is requesting a six-month funding extension to the agreement that currently expires on June 30, 2026.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARM, NEW MEXICO, that I, Chris Gillespie, Mayor, hereby authorize the submission of a six-month funding extension request to the New Mexico Department of Transportation for the TPF (LP30037).

PASSED, APPROVED AND ADOPTED THIS th DAY OF , 2026.

Chris Gillespie, Mayor

ATTEST:

Erica Martinez, Village Clerk

Contract No.
Vendor No.
Control No.

0000054568
LP30037

SECOND AMENDMENT TO LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

This Amendment is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Village of Bosque Farms (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D19615, on 10/27/2022 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6 Term, is deleted and replaced by the following:

6. Term

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2027**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's
Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

Village of Bosque Farms

By: CS Gillespie

Date: 06/16/2026

Name: _____

Title: Mayor

ATTEST:

By: _____ Date: _____
Village of Bosque Farms Clerk

P.O. Box 660
Peralta, NM 87042
(505) 869-2358
(505) 869-3342 Fax



Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS

1455 West Bosque Loop • Bosque Farms, NM 87068

June 9, 2026

Mr. Peter Kubiak
LGRF Coordinator
New Mexico Department of Transportation – District 3
P.O. Box 91750
Albuquerque, New Mexico 87199-1750

**RE: Village of Bosque Farms
Transportation Project Fund (TPF) Agreement: LP30037 Esperanza Drive Improvements
2nd Agreement Extension Request**

Dear Mr. Kubiak:

The Village is respectfully requesting a six-month time extension to the June 30, 2026 deadline for the LP30037 TPF Agreement awarded to the Village of Bosque Farms. We are grateful for the 12-month extension previously granted, which provided the opportunity to progress on the planning and design stages of this project. However, due to the project's current status we have determined that an additional extension is necessary for its completion.

Over the course of the project, the Village has experienced several administrative staffing changes. As responsibilities were transferred between personnel, additional time was required to re-establish project coordination, review current project statuses, and obtain direction on project related decisions.

The contractor has been issued a Notice to Proceed and has begun coordinating with local utilities and notifying residents of construction activities. Based on the contractor's anticipated schedule, substantial completion is anticipated to be completed by August 14, 2026, which extends past the current funding deadline. Please see the attached project schedule for additional information regarding the anticipated construction timeline.

The requested extension will provide the time necessary to complete the remaining construction activities and finalize project closeout requirements. We appreciate your understanding and consideration of this request. The governing body of the Village of Bosque Farms is in support of this extension request, and a resolution will be forwarded to you after the next Council meeting scheduled.

Please contact Erica Martinez, Village Clerk at (505) 869-2357 or Vanessa Majalca, E.I. at Molzen Corbin (505) 242-5700, with any questions.

Sincerely,
VILLAGE OF BOSQUE FARMS

Chris Gillespie
Mayor

VILLAGE OF BOSQUE FARMS, NEW MEXICO

RESOLUTION #1093-26

A RESOLUTION REMOVING YVONNE MAES FROM THE VILLAGE OF BOSQUE FARMS BANK ACCOUNTS, THEREBY REMOVING SIGNATURE AUTHORITY; ADDING CLERK/ADMINISTRATOR TO BANK ACCOUNTS.

WHEREAS, Yvonne Maes has resigned her position with the Village and should be removed from the various Village bank accounts; and

WHEREAS, this action will allow the Village of Bosque Farms to remove Yvonne Maes from the Village of Bosque Farms Bank Accounts, thereby removing signature authority; and

WHEREAS, Clerk/Administrator Erica Martinez should be authorized to be the administrator on the Village of Bosque Farms bank accounts while continuing to be a signer on the accounts and have the authority to manage all banking relationships with the Village to include but not limited to management of credit cards, online banking activity, and any banking activity on behalf of the Village.

NOW THEREFORE, BE IT RESOLVED by the Village of Bosque Farms Governing Body that Yvonne Maes should be removed from all Village banking activities.

BE IT FURTHER RESOLVED, Clerk/Administrator Erica Martinez is authorized to be the administrator on the Village of Bosque Farms bank accounts, the signer on the accounts and have the authority to manage all banking relationships with the Village to include but not limited to management of credit cards, online banking activity, and any banking activity on behalf of the Village.

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF JUNE 2026.

VILLAGE OF BOSQUE FARMS

Christopher Gillespie, Mayor

(SEAL)

ATTEST:

Erica A. Martinez, Clerk Administrator