

P.O. Box 660
Peralta, NM 87042
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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, JULY 15, 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 FINANCIAL 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 28, 2026
Special Meeting held on June 1, 2026
10. CLOSED SESSION. Discuss limited personnel matters as permitted under
Section 10-15-1(H)(2) Clerk; and as permitted by Section 10-15-1(H)(7) –
Clinton Nicely, New Mexico Municipal League (Granzberg; Dominguez)
11. 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 (From June 17, 2026 Council Meeting;
requested by Pro Tem Desmet)
- B. Review and Possible Action of Changes to Ordinance 4-1 Fire
Department (Requested by Mayor Pro Tem De Smet)
- C. Review and Approval of Request for Proposal #2026-01-100 for
Annual Legal Services for the Village of Bosque Farms (Requested by
Mayor Pro Tem De Smet). RFP has been published and is set to open
on Monday July 13, 2026
- D. Review and Possible Action of Rules of Procedure (Requested by
Mayor Pro Tem De Smet)
- E. Consideration and possible approval of immediate termination of PSA
with Stelzner Law firm (Requested by Mayor Pro Tem De Smet)
Stelzner Law Firm has terminated their agreement as of COB on July
10, 2026
- F. 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) (From June 17,
2026 Council Meeting)
- G. 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) (From June 17, 2026 Council Meeting)
- H. 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) (From June 17,
2026 Council Meeting)

12. NEW BUSINESS

- I. Dedication of the Village of Bosque Farm Park Behind Administrative
Offices Located at 1455 W. Bosque Loop to Former Mayor Wayne
Ake (Requested by Councilor Zamora)
- J. Review and Possible Action of temporary Intergovernmental
Agreement with Town of Peralta for Emergency Medical Services
(Requested by Mayor Pro Tem De Smet)

- K. Review and Possible Approval of Self Report by Councilor to the New Mexico State Auditor (Requested by Mayor Pro Tem De Smet)
- L. Review and Possible Action of New Emergency Medical Services Ordinance (Requested by Mayor Pro Tem De Smet)
- M. Consideration and Possible Action of Contract and/or Professional Services Agreement with Vensure HR for Payroll and HR Services (Requested by Mayor Pro Tem De Smet)
- N. Review and Possible Action on Expenditure of Remaining ARPA Funds (Requested by Mayor Pro Tem De Smet)
- O. Review and Possible Action on Loaning of Rescue 5 Unit to the Town of Peralta (Requested by Mayor Pro Tem De Smet)
- P. Review and Possible Action on Resolution No. ____-2026 of the Governing Body Expressing No Confidence in the Leadership of Mayor Chris Gillespie (Requested by Mayor Pro Tem De Smet)
- Q. Approval of Resolution Adopting Final FY27 Budget
- R. Authorizing Publication of Notice of Intent to Adopt; Discuss, Review and Approve the Amendment for Door-to-Door Sales (Requested by Councilor Zamora)

THE NEXT REGULARLY SCHEDULED MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON WEDNESDAY, AUGUST 19, 2026.

Agenda Posted on July 10, 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: 266
PERALTA: 167
TOTAL: **433**

TRAFFIC STOPS

BOSQUE FARMS: 46
PERALTA: 31
TOTAL: **77**

CITATIONS

BOSQUE FARMS: 26
PERALTA: 20
TOTAL: **46**

ARRESTS

BOSQUE FARMS: 3
PERALTA: 3
TOTAL: **6**

DWI ARRESTS

BOSQUE FARMS: 0
PERALTA: 0
TOTAL: **0**

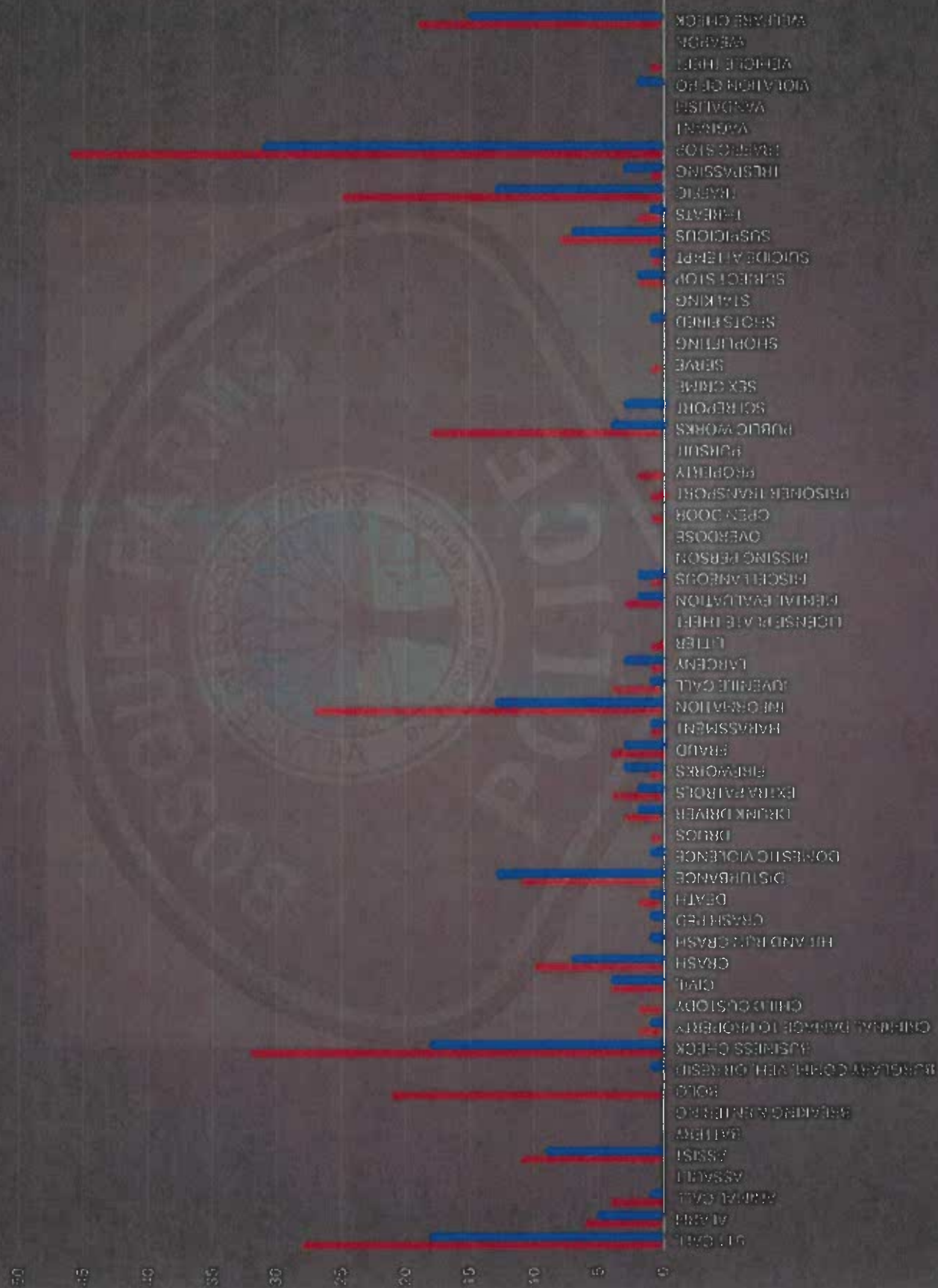
REPORTS

BOSQUE FARMS: 29
PERALTA: 21
TOTAL: **50**

Significant Events:

- Ofc. Thom and Ofc. Aragon attended FTO School
- Ofc. Perez and Ofc. Thom received Radar Certification
- Ofc. Webb- continuing with Leading Police Personnel Training
- Sgt. Gordon continuing with Staff and Command
- Ofc. Aragon attended SWAT School
- Ofc. Carrasco attended Police Supervision: Leading with Emotional Intelligence at all Levels

TYPE OF CALLS BY AREA



● Boswell Heights ● Perdita

MONTHLY SPECIALTY STATISTICS BREAKDOWN

CRISIS NEGOTIATOR

Mental Health Calls for Service:	3	Pending ACT Referrals:	0
Mental Health Evaluations for Treatment:	3	Total Active ACT Clients:	8
Mental Health Transports:	0	CIT Follow-Ups:	0
New ACT Referrals:	0	CIT/NIT Negotiations:	11

DETECTIVE

Total Cases Assigned:	2	Arrest Warrants:	0
Total Cases Closed:	2	Search Warrants:	1
Active Cases:	0	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:	1	Drone Call-Outs:	0
Drone Captures:	0	Drone Reports:	0
Drone Recoveries:	0	Drone Warrants:	0

-Drone launched to take aerial photos for a near fatal crash in Peralta.



Chris Gillespie
Mayor

Village of Bosque Farms



Jason Adams
Interim Chief of Police

Animal Control - Monthly Report

JUNE - 2026

Calls for Service/Phone Calls	110
After Hours Dispatch Calls	2
Citations Issued	5
Verbal/Written Warnings	4
Impounded Animals	10
Animals Taken to VC Shelter	2
Owner Release's	0
Stray Animals Turned Over to The Village	6
Animals Rehomed/Returned	3
Cats Caught in Traps by Residents	7
Animals Euthanized	0

SPECIAL EVENTS:

TRAINING:

Fine Fee Summary

From 06/01/2026 12:00 AM to 06/30/2026 11:59 PM
All Case Types and Sub-Types
All Clerks

Receipts

Case Payment

Animal Control	775.00
Corrections Fee	100.00
Corrections Fee PA	40.00
Court Automation Fee	30.00
Fine	1,328.00
Judicial Education Fee	14.00
PD Equipment Fund 1	50.00
PD Equipment Fund 2	75.00

Subtotal: 2,412.00

Total Receipts: 2,412.00

Report Total: 2,412.00

Monthly Activity Report

June 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	4	2	-2	64	61	-3
DUR	1	0	-1	6	2	-4
Miscellaneous	0	0	0	2	0	-2
NON TRAFFIC	0	0	0	1	0	-1
Planning & Zoning	0	0	0	4	2	-2
SEAT BELTS	1	0	-1	37	2	-35
TRAFFIC	7	18	11	203	91	-112
Traffic violation	0	0	0	0	1	1
Totals:	13	20	7	317	159	-158
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	0.00	775.00	775.00	2,852.00	3,850.00	998.00
Bad Check Fee	0.00	0.00	0.00	0.00	0.00	0.00
Corrections Fee	0.00	100.00	100.00	320.00	100.00	(220.00)
Corrections Fee PA	70.00	40.00	(30.00)	320.00	320.00	0.00
Court Automation Fee	0.00	30.00	30.00	96.00	30.00	(66.00)
Fine	1,865.00	1,328.00	(537.00)	23,185.00	9,588.00	(13,597.00)
Judicial Education Fee	0.00	14.00	14.00	48.00	14.00	(34.00)
PD Equipment Fund 1	70.00	50.00	(20.00)	330.00	330.00	0.00
PD Equipment Fund 2	95.00	75.00	(20.00)	525.00	485.00	(40.00)
Plannig & Zoning	0.00	0.00	0.00	400.00	350.00	(50.00)
Totals:	\$2,100.00	\$2,412.00	\$312.00	\$28,076.00	\$15,067.00	\$(13,009.00)

Citation Activity
All Case Types and Sub-Types
June 2026
Citations issued
Cases With and Without Disposition

Citation Report Type	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	4	2	-2	64	61	-3
DUR	1	0	-1	6	2	-4
Miscellaneous	0	0	0	2	0	-2
NON TRAFFIC	0	0	0	1	0	-1
Planning & Zoning	0	0	0	4	2	-2
SEAT BELTS	1	0	-1	37	2	-35
TRAFFIC	7	18	11	203	91	-112
Traffic violation	0	0	0	0	1	1
No Report Type	8	4	-4	29	30	1
Total:	21	24	3	346	189	-157

VBF Water and Wastewater Executive Brief

Reporting Date: 07/15/2026

General Update

- **Water**

- Approximately 11,000,000 gallons of water pumped in June.
- 1700 meter were read
- Raw water arsenic levels at well 2 continue to be above the MCL. Notices will continue to be sent to residents until the average of the four quarters is below 10ug/L (ppb).
- Well 2 is currently offline.
- Prodigy has prepared a quote to pull the Well 2 motor and pump, clean and inspect the well, and upgrade valves and SCADA to improve arsenic blending. Based on direction from the Mayor and Village Clerk, a Notice of Obligation has been submitted to MRCOG for approval.
- Prodigy and VBF staff are conducting street-by-street water valve and mainline location work in addition to regular operational duties. The objective is to improve the ability to isolate main lines during leaks or maintenance events. Valves are being exercised, clearly marked, and cross referenced with as-built drawings to document isolation areas. This project is ongoing and remains in its early stages. Repairs and maintenance from the inspection are expected to be in the 10s of thousands of dollars.

- **Wastewater**

- Approximately 9,000,000 gallons of wastewater was received, treated and discharged to the Rio Grande River.
- Approximately 16,000-20,000 gallons of waste was removed from the WWTP by outside septic haulers
- Approximately 1,970,000 gallons of sewage was received from Peralta
- There was a sanitary sewer overflow on Esperanza of approximately 5000gallons due to contractor hitting a sewer service. It was documented and reported to the EPA.
- X work orders were completed.

WWTP Operations and Compliance

- WWTP compliance sampling is typically conducted the 1st and 3rd Tuesday of the month but can be taken more often. Plant operations are performing well, and no compliance issues have been identified in the samples this quarter. The Discharge Monitoring Reports (DMRs) are due quarterly. The current report is due by 28 July 2026. Prodigy compiles the data and prepares the report for review and submission by the VBF Clerk to EPA.
- Sludge handling remains a significant WWTP challenge. Bin use and septic hauling continue to be costly. Sludge thickening processes and hauling equipment are urgently needed to reduce cost and operational exposure.
- Summer heat and longer daylight hours are increasing the need for operational adjustments, particularly for clarifier maintenance and channel cleaning due to algae buildup. Targeted maintenance is scheduled and performed during low-flow periods, such as 4:00–5:00 a.m., to support efficient cleaning and system performance.

Collection System Risk: Grinder Pumps

- Sewer grinder pumps serving VBF connections remain a major operational challenge.
 - . As Notices of Obligation become available through applicable funding sources.
 - Prodigy anticipates ordering as many pumps as allowed. VBF will ultimately need to replace the majority of the approximately 1,500 grinder pumps in the Village.
 - Prodigy recommends holding a workshop on grinder pump operations, ownership, and responsibility. Discussion topics should include potential ordinance changes to shift ownership of grinder pumps, pits, and service lines to customers; installation, repair, and replacement logistics; and possible revisions to the current funding scope to support Notices of Obligation and reimbursement for grinder pump work.

Executive Summary

- **Critical operational risks:**
 - There are ongoing grinder pump failures but it varies by week. There are about 12(new) pumps left in stock.
 - The reliability of the UV system continues to be a concern. The compressor that runs the system breaks down frequently.
 - Not having a sludge disposal facility and working equipment at the WWTP continue to create extra cost for the Village and liability exposures for compliance.
 - POs are needed for replacement and repair material for the water and wastewater distribution, transmission and collection systems.
- **Immediate leadership attention:**
 - Confirm the WWTP funding deadline and next steps with the engineer, review and update the Peralta agreement, and consider policy direction on grinder pump ownership and cost responsibility.
 - Prodigy has worked on an updated draft for Peralta Agreement.
 - Get budget approved and issue POs for needed materials and equipment.

Key Decisions Needed

- **Confirm funding timeline:** Verify the WWTP spending deadline and required actions with Molzen Corbin and village leadership immediately.
- **Set grinder pump policy direction:** Decide whether VBF should continue owning pumps, pits, and service lines or shift responsibility to customers through ordinance changes. Set a policy for when customers should pay for abuse/misuse of the grinder system.
- **Prioritize capital actions:** Determine funding and sequencing for the WWTP main shutoff, blower and generator upgrades, UV monitoring installation, and Well 2 work.

Staffing and Administration

- Prodigy staff, including Robert, Roberta, Drew with Abran and Cory taking a call rotation. Supplemental construction staff is brought on site as needed for repairs or installations.
- The New Mexico Rural Water Association and Workforce Solutions offer a two-year apprenticeship program for water and wastewater operators. Under this program, VBF would serve as the employer while the apprenticeship program would fund operator schooling and a portion of the operator's salary for two years. Prodigy has researched eligibility criteria and application requirements. As VBF's current utility operations and management provider, Prodigy would provide a certified operator to mentor the apprentice.
- As previously reported, Prodigy has contracted with Maintain X, an asset management and work order software provider. We have implemented it and are using it some on the VBF system. Prodigy recommends the Village look at an updated asset management work order system. One that allows the creation and completion of work orders by field staff online. The current system used by VBF does not have this capability.

Work Orders List



WORK ORDER ID	LOCATION & ASSET	DATE & STATUS	TIME & COST	MINUTE/ANALYST
ID: 466 VBF - Tank 1 Inspection Type: Other High Inspection None Photo	VBF - Tank 1 1	08/17/2025 Open		
ID: 468 VBF Tank 2 Inspection Type: Other High Inspection None Photo	VBF - Tank 2 2	08/17/2025 Open		
ID: 477 VBF - set alarm schedule on Mission Type: Other Medium Steve King	Village of Scurry Farms 1	08/27/2025 Done Link approved by: Steve King 8/27/25 08/27/2025		
ID: 4154 VBF - Check ARS oxidant generator Type: Routine Medium Roberta Padilla Andrew (DREW) Padilla	VBF - Tank 1 1 VBF - Tank 1	08/26/2025 Done Completed by: Andrew Padilla 08/26/2025	Total Time 3h 15m 4s	

Village of Bosque Farms

FY26 Budget/Expense Comparison Report

as of 6/30/2026

	Original Budget	Adjustments	Expenditures	Purchase Orders	Remaining Balance	Enc/Exp	% Exp
Revenue:	4,582,398.86	-	4,599,087.75	-	(16,688.89)	100%	0%
Total Revenue	4,582,398.86	-	4,599,087.75	-	(16,688.89)	100%	#DIV/0!
Operational:							
Legislative	32,952.80	-	29,830.58	-	3,122.22	91%	9%
Executive/Financial Administration	733,979.00	-	601,890.44	60,525.00	71,563.56	90%	10%
Judicial	119,045.71	-	98,305.28	751.15	19,989.28	83%	17%
Building Maintenance	205,241.28	-	87,774.65	2,144.34	115,322.29	44%	56%
Police Department	2,228,572.00	-	2,143,350.16	5,000.45	80,221.39	96%	4%
Fire	94,900.00	-	63,497.57	13,934.69	17,467.74	82%	18%
Animal Control	146,988.00	-	90,416.13	-	56,571.87	62%	38%
Streets	368,757.00	-	201,011.01	9,920.12	157,825.87	57%	43%
Planning & Zoning	134,221.00	-	79,224.54	-	54,996.46	59%	41%
Library	158,618.00	-	134,812.11	5,699.66	18,106.23	89%	11%
Community Center	144,517.51	-	125,474.48	12,609.76	6,433.27	96%	4%
Recreation	17,636.00	-	5,683.22	3,372.96	8,579.82	51%	49%
Ambulance	32,250.00	-	2,315.63	1,007.00	28,927.37	10%	90%
Total General Fund Operational:	4,417,678.30	-	3,663,585.80	114,965.13	639,127.37	86%	14%
Special Revenue:							
Water	703,704.50	-	521,279.84	16,581.91	165,842.75	76%	24%
Sewer	6,443,965.43	-	1,146,784.48	464,291.58	4,832,889.37	25%	75%
Total Special Revenue:	7,147,669.93	-	1,668,064.32	480,873.49	4,998,732.12	30%	70%



MINUTES
VILLAGE OF BOSQUE FARMS
SPECIAL COUNCIL MEETING
THURSDAY, MAY 28st, 2026 AT 9:00 A.M.
COUNCIL CHAMBERS

1. Call to Order

Meeting called order at 9:00

2. Roll Call/Determination of Quorum

RW	✓	ED	✓	JB	✓	MZ	✓
Quorum present		Yes	No				

3. Approval of Fiscal Year 2027 Preliminary Budget

Clerk/Administrator Erica A. Martinez opened the discussion by noting that due to time constraints—including the need to run payroll and manage payables—the FY2027 budget could only be partially completed prior to the workshop. She advised the governing body that the water and wastewater fund budgets were not yet finalized and would be presented at a follow-up budget workshop scheduled for Monday, June 1, 2026, at 9:00 AM. The materials distributed at this meeting covered only the General Fund, including updated revenues and expenditures with salary schedules. It was clarified that water/wastewater, ARPA, and reserve funds are maintained as separate special revenue or enterprise funds and cannot be commingled with the General Fund.

Clerk Martinez noted that a 2% increase in Gross Receipts Tax (GRT) revenue was projected, yielding approximately \$1,888,000 in GRT revenues. The overall proposed General Fund budget reflected a deficit of approximately \$441,000 relative to projected revenues, driven primarily by proposed salary increases and other expenditure adjustments. The body agreed to work through the budget line by line.

Revenue Discussion

Councilor Bruhn raised the question of why cannabis GRT revenues appeared as zero. Mayor Pro Tem De Smet explained that while two cannabis dispensaries operate in Bosque Farms, much of their sales revenue avoids GRT taxation because dispensaries are routing customers

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4 toward medical cards, effectively eliminating the taxable recreational purchase. Revenue from
5 cannabis GRT is held in a Special Revenue fund, not the General Fund, and has historically been
6 negligible.

7 The governing body discussed the declining revenue from court fines. Municipal Judge Eldridge
8 explained that since 2024, state law no longer permits the collection of court fees such as bench
9 warrant fees, significantly reducing fine-based revenue. She further noted that citation volume
10 from the police department has dropped substantially, from as many as 40–50 citations per day in
11 earlier years to approximately 5–7 per week currently, directly reducing fine revenue. The Judge
12 expressed her commitment to keeping detention costs down by working proactively with
13 defendants to address outstanding warrants without arrest.

14 Councilor DeSmet inquired about the "charges for services – administrative services" line, which
15 had dropped to near zero. Clerk Martinez explained that the Village had previously charged the
16 Valencia Regional Emergency Communication Center (VRECC) a \$74,000 administrative service
17 fee for acting as fiscal agent; that arrangement has now ended, representing a significant revenue
18 loss in the upcoming fiscal year.

19 The governing body discussed whether the GRT rate could be increased. Mayor Gillespie and
20 Councilor Bruhn confirmed the Village is already at the municipal cap on GRT rates, making
21 further rate increases unavailable as a revenue tool. Members also discussed potential revenue
22 from subdivision development fees, business permit fees, and lodger's-type taxes, noting that the
23 current building permit fee of \$35 is far below comparable jurisdictions. A fee schedule review
24 was identified as a priority.

25 The "small cities assistance" distribution was discussed; the body noted this that is an automatic
26 annual distribution based on the Village's rural classification and population, but that it could be
27 affected if the Village's population grows past the applicable threshold due to incoming
28 subdivisions.

29 Expenditure Discussion — General Administration & Executive

30 The governing body reviewed the General Fund expenditure budget beginning with the
31 executive/administrative department. Clerk Martinez noted that she had increased the professional
32 services line to \$75,000, in part to accommodate a contract with an external municipal finance consultant
33 from TRC, to be engaged on an hourly basis to assist with treasury and budget functions. The body was
34 supportive of this expenditure given the significant workload demands on staff.

35 Regarding legal/attorney fees, a significant and concerned discussion arose. Mayor Pro Tem De Smet
36 learned during the meeting that New Mexico Municipal League had ceased providing legal services
37 coverage for the Village, reportedly due to the elevated risk and liability exposure of the Village. Clerk
38 Martinez disclosed that she had executed a professional services contract directly with the Village's
39 current attorney at a value of up to \$60,000, covering the period from approximately April 10, 2026
40 through April 10, 2027, to bridge the gap until a legal services RFP could be completed and awarded.
41 Mayor Pro Tem De Smet expressed concern that this contract had not come before the Council for
42 review, and that an RFP for legal services had been requested since November. Clerk Martinez clarified
43 that under state statute, contracts up to \$60,000 may be executed without Council approval. Several

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4 members expressed alarm at recent legal billing, noting approximately \$22,000 was charged in a single
5 month (February), and that the \$60,000 contract could be exhausted quickly given current utilization
6 patterns across multiple departments. The body identified finalizing and issuing the legal services RFP as
7 an urgent priority. Clerk Martinez indicated a draft RFP was nearly finalized. Councilor De Smet
8 requested copies of all current professional services agreements, including those with Mark Jarmie and
9 Randy Van Vleck.

10 The governing body also discussed the status of the interim police chief's compensation and Chief Owen's
11 FMLA leave. It was confirmed that Chief Owen remains on FMLA leave due to a family medical
12 situation, and his salary line remains active. The body discussed potential mechanisms to formally
13 transition the chief's position so that Interim Chief Adams could receive appropriate compensation,
14 including the possibility of placing Chief Owen on a terminal leave/retirement pathway. No formal action
15 was taken at this time.

16 Salary Schedules — Administrative Staff

17 The body reviewed the administrative salary schedule. Clerk Martinez proposed a 4% cost-of-living
18 adjustment (COLA) and a 2% merit increase for administrative staff. Councilor Bruhn and Mayor Pro
19 Tem De Smet advocated for increasing the COLA to 6%, arguing that compensation must remain
20 competitive to retain qualified staff. The body discussed the possibility of combining or restructuring
21 administrative roles, noting concerns that some positions—particularly certain front desk and clerical
22 functions—might be better served through part-time arrangements, which could free funds to increase
23 compensation for critical positions such as the Clerk/Administrator and Treasurer. It was agreed that a
24 formal organizational restructure, including updated job descriptions and a compensation study, is
25 needed. Following discussion, the body indicated a preference for a 6% COLA and a 2% merit increase
26 for administrative staff.

27 Police Department

28 Interim Chief Adams and Officer Webb presented the police department's budget and staffing concerns.
29 Clerk Martinez noted that the budget, as distributed, incorporated a 15% salary increase for PD, which
30 itself contributed significantly to the overall \$441,000 General Fund deficit. The day prior to the meeting,
31 PD had submitted a revised request for a 20% salary increase.

32 Officer Webb stated that Bosque Farms PD is the lowest-paid law enforcement agency in the state of New
33 Mexico, with some officers earning only marginally more than a brand-new recruit at the Bernalillo
34 County Sheriff's Office. Interim Chief Adams reported that officers are declining overtime shifts, some
35 are unable to afford stable housing, and the department is actively losing officers.

36 The governing body discussed the interplay between citation volume, general fund revenue, and the
37 ability to support salary increases. Members encouraged greater traffic enforcement, noting that Peralta
38 generates approximately \$6,000–\$7,000 per month in citation revenue. Officer Webb cautioned that
39 performance evaluations based on citation counts are prohibited by law, but affirmed that increased
40 enforcement is a departmental goal.

41 After extensive discussion of the fiscal constraints, the body considered a phased approach to the salary
42 increase. Councilor Bruhn proposed a 17.5% increase for the first six months of FY2027, with a review at
43 mid-year to determine whether a 20% increase is sustainable for the second half. Mayor Pro Tem De
44 Smet expressed strong support for reaching the 20% level as soon as fiscally possible, noting that the
45 Village has had no difficulty funding substantial legal fees while officers struggle to afford housing.

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4 The body also discussed the possibility of a public safety tax (half-cent or quarter-cent) to generate
5 additional, sustainable revenue for public safety salaries, recognizing that grants alone are not a reliable
6 long-term solution. No formal vote was taken at this workshop, but there was general consensus to budget
7 at the 17.5% level with a mid-year review targeting 20%.

8 The dispatch agreement with VRECC was noted to have increased to \$106,645, reflecting VRECC's rate
9 increase, and was accepted as presented.

10 Municipal Court

11 Judge Eldridge reviewed the court budget with the governing body. She expressed comfort with the
12 proposed figures, including a reduction in prisoner care costs to \$8,000, reflecting her active efforts to
13 release detainees promptly and resolve bench warrants proactively rather than through arrest. She
14 explained the declining court fine revenue in the context of the state's elimination of court fees, and
15 confirmed that full-court software renewals may require a modest budget adjustment during the year. The
16 body expressed appreciation for the court's efficiency.

17 Building Maintenance

18 The building maintenance budget was reviewed. The body discussed the critical need to upgrade HVAC
19 in the Council Chambers, noting that the existing swamp cooler system is wholly inadequate. Councilor
20 Bruhn estimated HVAC installation at approximately \$40,000 for the chambers, with an additional
21 approximately \$35,000 needed for an AV/livestreaming system upgrade. The body agreed to add \$75,000
22 to the contractual services line for this purpose. Clerk Martinez noted that FirstNet is in the process of
23 installing signal boosters throughout the facility, which will improve wireless connectivity. The
24 governing body acknowledged that the building maintenance repair line, initially proposed at \$75,000
25 (down from a prior year's budgeted \$125,000), may need to be revisited once additional information on
26 outstanding HVAC needs is obtained.

27 Police/Animal Control

28 The governing body reviewed the animal control budget. Discussion arose regarding the ambiguity of the
29 animal control officer's role—specifically, the appropriateness of the position carrying a firearm and its
30 relationship to the police department. Clerk Martinez noted that the officer is not a certified peace officer
31 and does not have arrest authority, but carries a weapon under certifications administered through PD,
32 justified by potential encounters with dangerous animals. The body indicated that a risk assessment
33 through NMSIF regarding the officer's weapons authorization is warranted. The governing body agreed to
34 keep the animal control budget as a separate line item for transparency, while acknowledging a longer-
35 term restructuring discussion is needed.

36 Streets Department

37 The streets department budget was reviewed. The body noted that the salary amounts for the maintenance
38 supervisor and the maintenance technician appeared nearly identical, which Clerk Martinez
39 acknowledged may be a data entry error. She agreed to verify and correct the salary figures. The body
40 also questioned whether a budgeted part-time maintenance position—approximately \$60,000—is still
41 necessary, given that the two current employees have reportedly indicated they do not want a third person.
42 Clerk Martinez agreed to revisit this upon verification. The \$100,000 budgeted for streetlight repairs was
43 confirmed as appropriate given the potential need for underground electrical work along Highway 47.

Special Meeting
05/28/2026 page 5

Fire Department

Mayor Pro Tem De Smet reported that Fire Chief Schnieder had communicated informally that the department is generally satisfied with its budget and would support redirecting the Village's \$20,000 annual contribution to fire if it would help fund police salaries or other higher-priority needs. The body agreed to confirm this with Chief Schnieder directly. The vehicle maintenance line was noted as potentially too low at \$4,500 given that several fire apparatuses are in disrepair; the body requested that it be restored at minimum to the prior year's level of \$16,500. The fire department's request to be included in future ICIP and capital outlay discussions was acknowledged and affirmed.

Planning & Zoning / Code Enforcement

The planning and zoning department budget was reviewed. The body noted that the P&Z position remains vacant, and that Robert Pierson continues on a contract professional services basis at \$25,000 annually while the Village seeks a qualified candidate. Mayor Pro Tem De Smet requested that Pierson's professional services agreement be placed on the next council agenda for review. The code enforcement position is maintained at part-time to serve as mutual backup with animal control.

Library

The library budget was reviewed and found generally acceptable. The governing body expressed appreciation for the Library Director's programs, particularly summer youth programming. A staff vacancy (library aide) was noted and will need to be addressed. No significant budget changes were proposed.

Community Center

The community center budget was discussed. Clerk Martinez agreed to verify whether Don Ortega (the community center aide) is already a salaried Village employee or is funded through the Older Americans Program, and whether an additional assistant position is actually needed beyond his current role. The insurance claim for the damaged community center sign was confirmed to be in process through NMSIF; the body noted that the director prefers sign replacement and requested that any gap between insurance proceeds and the upgraded sign cost be factored into the budget.

Water & Wastewater

Clerk Martinez confirmed that the water and wastewater enterprise fund budgets are not included in the current General Fund documents and will be presented in full at the follow-up budget workshop on Monday, June 1, 2026. The body acknowledged that these funds are legally separate from the General Fund and cannot be commingled.

Overall Budget Status and Next Steps

Clerk Martinez summarized that, at the 17.5% PD salary increase and 6% administrative COLA levels as currently proposed, the General Fund faces a deficit of approximately \$441,000 against projected revenues. Increasing PD salaries to 17.5% will widen this gap further. The body acknowledged that bridging this deficit will require identifying line-item reductions, pursuing additional revenue streams, and potentially placing a public safety tax measure before voters. Formal budget approval is required by the State of New Mexico Department of Finance and Administration (DFA), with the final budget deadline of July 31, 2026. A follow-up budget workshop was confirmed for Monday, June 1, 2026, at 9:00 AM to address the water/wastewater budget and finalize the General Fund figures.

1 Special Meeting
2 05/28/2026 page 6
3

4 **Meeting Duration 4 hours and 29 minutes.**

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6 **PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF JULY 2026**
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10 _____
11 Chris Gillespie, Mayor
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13 (SEAL)
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18 ATTEST:
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22 _____
23 Erica A. Martinez, Clerk/Administrator
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MINUTES
VILLAGE OF BOSQUE FARMS
BUDGET WORKSHOP
MONDAY, JUNE 1st, 2026 AT 9:00 A.M.
COUNCIL CHAMBERS

1. Call to Order

Meeting called order at 9:00

2. Roll Call/Determination of Quorum

RW	✓	ED	✓	JB	✓	MZ	
Quorum present		Yes	No				

3. Council to Review and Take Action on the Preliminary Budget Report for the Department Review

The Council convened to conduct a line-by-line review of the preliminary budget for Fiscal Year 2026–2027. Clerk/Administrator Erica A. Martinez presented the working budget document, noting that the general fund reflected a deficit of approximately \$664,006.74 after incorporating all previously discussed adjustments, including a 17.5% pay increase for the Police Department and a 6% COLA plus 2% merit increase for all other employees. The Council's work throughout the session was directed at closing this deficit before the state's interim budget submission deadline of June 1, 2026.

General Fund Overview

Mayor Pro Tem De Smet noted that budget line items 206 (EMS Fund) and 207 (VREC Fund) were absent from the document. Clerk Martinez confirmed that the EMS fund balance of approximately \$6,600 had been reverted to the state, as those grant funds had been carried over for several years and were due back. The remaining balance of \$0.55 was noted as a clerical close-out item. The VREC fund was confirmed as zeroed out and not a concern for the current budget.

Police Department

The Police Department budget was reviewed in detail. Interim Chief Adams initially indicated he had been seeking a 20% pay increase but acknowledged, upon reviewing the updated salary schedules, that

Budget Workshop

06/01/2026 page 1

the 17.5% figure had already been incorporated and was acceptable. The Council and Chief Adams agreed to proceed with the 17.5% increase.

Discussion arose regarding the pay scale for incoming lateral Officer Hernandez, who is scheduled to begin June 9. Officer Webb and Interim Chief Adams clarified that Officer Hernandez should be brought on at the same pay rate as currently employed officers rather than at a base probationary wage, consistent with past practice. The Council agreed this was an appropriate personnel action to be handled via a personnel action form submitted by the Chief to the Clerk, and that a formal step-based pay scale would be addressed in upcoming union contract negotiations.

Regarding Animal Control Officer Otero, the Council confirmed by consensus that he would remain at the standard 8% increase for this budget year, with his potential reclassification or integration into the Police Department budget deferred to the next budget cycle. Officer Webb noted that a recent state hearing had affirmed that the animal control position falls within the Police Department, and suggested that future budgets should reflect that alignment.

To reduce the general fund deficit, the Council agreed to the following adjustments within the Police Department budget:

- Reduce the vehicle maintenance and repair budget from \$40,000 to \$20,000, given the fleet transition to new model-year vehicles.
- Reduce the overtime budget from \$200,000 to \$145,000, based on a three-year average of actual expenditures. Council noted that 24–25 was an anomalously high year due to officer turnover and that current trends show declining overtime.
- Reduce the telephone/internet budget by \$10,000 to approximately \$13,088, reflecting the expected savings from recent communications infrastructure changes.

Animal Control

The animal control overtime budget was reviewed. Clerk Martinez noted year-to-date actuals of approximately \$3,065 against a budgeted amount of \$12,000. The budget was adjusted downward to \$10,000, with the \$2,000 difference attributed to holiday overtime. The Council discussed the need for a part-time animal control assistant but agreed that this vacant position would need to be eliminated from the current budget in order to balance the general fund, with a commitment to revisit in six months.

Streets Department

The Council reviewed the streets department budget. The proposed part-time maintenance technician position was confirmed as removed. The \$25,000 equipment capital purchase was agreed to be eliminated, with the understanding that equipment needs would be sought through grant funding. An additional \$10,000 was removed from the maintenance grounds and streets line item, reducing it to approximately \$2,700 based on a three-year expenditure average. The \$100,000 streetlight repairs line item was reduced by \$70,000, retaining \$30,000 as a local match in the event grant funding is secured to underground streetlights along the loop.

The concept of restructuring the streets department into a broader public works department—combining streets, water, and sewer employees under one umbrella—was raised as a potential longer-

Budget Workshop
06/01/2026 page 2

term solution to budget constraints, as it could allow general fund salary costs to be partially offset by the enterprise funds. Clerk Martinez agreed to research whether state DFA regulations permit such a restructuring and indicated she had submitted the question to the Village's HR attorney, Jamie Dodds.

Planning & Zoning / Code Enforcement

The Council discussed the current arrangement of having the planning and zoning services provided via professional contract. The \$3,000 equipment line item under planning and zoning was removed, given no actual expenditures in the prior three fiscal years. The vacant part-time code enforcement position was agreed to be eliminated from the budget at this time, to be revisited in six months.

Mayor Pro Tempore De Smet raised the possibility of eventually combining planning and zoning, code enforcement, and animal control into a single full-time position to attract quality candidates and reduce total staffing costs. The Council expressed general support for this concept and directed staff to research comparable municipalities' pay scales for such combined positions. Officer Webb reiterated that any future animal control hire should be placed within the Police Department budget structure.

Recreation / Community Center

The Council reviewed the recreation budget. Given that no salary expenditures had been recorded under the recreation line in the prior three fiscal years, it was determined that the \$9,000 recreation salary budget should be returned to the general fund. All associated benefits line items were likewise removed, for a total savings of approximately \$23,971. Community center director had submitted a written justification for an assistant position, citing significantly increased workload and succession planning needs. The Council acknowledged the request but agreed the community center assistant position must also be eliminated from the current budget in the interest of balancing the general fund, with a commitment to revisit.

Sewer Utility Fund

Roberta Padilla of Prodigy presented an analysis of the sewer utility fund, which showed a deficit of approximately \$256,550. She identified grinder pump replacements as the primary driver of the deficit, noting that the Village can reasonably expect to replace approximately 120 pumps per year in perpetuity, at a cost of roughly \$2,300–\$3,000 each.

To address the structural deficit, the following actions were agreed upon:

Reduction in Capital Purchases: The grinder pump capital purchase budget lines were reduced from a combined \$650,000 to \$400,000 (\$360,000 and \$40,000), based on the assessed average replacement rate and the availability of the previously unlocked \$859,000 USDA/state grant for grinder pump purchases.

New Facility Rehab / Collection Fee: The Council agreed to introduce a new monthly fee of \$11.00 per sewer connection (approximately 1,500 connections), to be designated as a "Collection Rehab Fee" or "Facility Rehab Fee." At an estimated 10 months of collection in the fiscal year, this would generate approximately \$165,000 in new annual revenue.

Peralta IGA/MOU Billing Rate Increase: The Council agreed to budget an additional \$40,000 per year in revenue from Peralta, based on anticipated renegotiation of the sewer discharge billing rate. Roberta

Budget Workshop

06/01/2026 page 3

Padilla recommended that Peralta be billed per actual gallons discharged rather than under a fixed-rate structure, given that Peralta contributes approximately 20% of total plant inflow (close to 2,000,000 gallons per month). The existing IGA/MOU, last updated in 2015, is to be placed on the June 17 Council agenda for discussion and action.

On-Call Pay: On-call pay for sewer utility workers was restructured. Overtime was reduced from approximately \$19,190 to \$9,000 based on a three-year average, and \$10,000 was added to salary/on-call stipend, bringing the on-call stipend to a more competitive level. Roberta Padilla noted that comparable municipalities pay \$45–\$50 per day simply for employee availability, and encouraged the Village to move toward a flat daily stipend model.

With these combined adjustments, the sewer fund was projected to return to a balanced position.

Water Utility Fund

The water utility fund was reviewed and found to be in a positive position. The Council agreed to add a new \$5.00 per month water facility fee per connection (approximately 1,640 connections), which would generate approximately \$82,000 over 10 months. These funds are intended to support salary and infrastructure costs on the water side. On-call pay was similarly adjusted, with \$9,000 added to the salary/on-call stipend line and overtime retained at \$10,000 (with \$16,000 reflecting holiday overtime).

Roberta Padilla noted that the water system's primary upcoming capital needs are: (1) pulling and rehabbing Well No. 2, to be funded through the \$400,000 arsenic remediation grant, and (2) minor rebuilds of the booster pumps at Well No. 1, estimated at approximately \$65,000, also to be addressed through grant funding. Both items were noted for inclusion in the coming fiscal year's work plan.

The broader discussion of water and wastewater staffing and the potential privatization or restructuring of utility operations was raised at length. Mayor Pro Tem De Smet expressed the view that the Village's revolving door of water and wastewater employees is unsustainable and advocated for revisiting Prodigy's contract to explore a more comprehensive managed services arrangement, including potentially absorbing current Village utility employees. Roberta Padilla confirmed that a formal RFP would be legally required for a full privatization arrangement and offered to share Paco Community's existing contract as a reference model. No formal action was taken; the topic was flagged for further discussion.

Fire Fund

The fire fund was reviewed. Clerk Martinez initially noted a projected deficit based on a distribution amount of \$122,421, which appeared to reflect only the main station allocation. Following a phone call with Chief Brogdon, it was clarified that Chief Schneider had confirmed the application was submitted and that the prior year's distribution of \$155,191 is the expected baseline. The revenue figure was corrected to \$155,191, which brought the fire fund into balance. The vehicle capital purchase line, which had reflected funds for apparatus already acquired, was zeroed out accordingly. Chief Brogdon confirmed that the equipment capital budget of approximately \$23,000 remains necessary for PPE and gear upgrades. He noted that potential legislative funding sources (Senators Sanchez and Diego) are being pursued for uniform and equipment needs.

Budget Workshop
06/01/2026 page 4

Final General Fund Balancing

After the comprehensive review, the remaining general fund deficit was closed through the following final adjustments:

- Removal of the vacant animal control officer/code enforcement part-time position (~\$35,778)
- Removal of the vacant maintenance part-time position (~\$60,538, already reflected)
- Removal of the vacant code enforcement part-time position
- Removal of the community center assistant position (~\$15,963)
- Removal of the administrative assistant clerk position (~\$90,609), as the Village is transitioning to a contracted financial professional in the near term
- Reduction of the Fire Department general fund utility line (\$3,000 removed, reflecting \$0 in actual expenditures over three years)
- Removal of \$10,000 from PD capital equipment
- Removal of \$10,000 from PD telephone/internet
- Reduction of streets maintenance grounds from \$12,500 to approximately \$2,700
- Reduction of the streetlight repairs line from \$100,000 to \$30,000
- Additional targeted reductions from professional services (streets, ~\$3,000) and other contractual services (~\$4,000)
- Reduction of the Fire Department capital equipment by approximately \$5,338

The Council also discussed potential new revenue streams to be pursued in the coming year, including:

- Building Permit Fees: Currently set at a flat \$35, these should be revised to a percentage of construction value (approximately 3%), consistent with comparable municipalities. A proposed budget of \$120,000 was discussed based on anticipated new construction. Staff was directed to begin the ordinance amendment process immediately to allow adoption before the start of the new fiscal year.
- Subdivision Permit Fees: Currently set at \$350, these should be revised to a per-lot fee structure (approximately \$75 per lot for a preliminary plat plus \$25 per lot for a final plat). Staff was directed to pursue this change concurrently with the building permit ordinance.

Clerk Martinez confirmed that the budget was balanced and that the interim budget document would be submitted to the state by end of day.

Meeting Duration 5 hours and 15 minutes.

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF JULY 2026

Chris Gillespie, Mayor

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7 ATTEST:
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12 Erica A. Martinez, Clerk/Administrator
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DRAFT

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

Section 2-2. Legislative Branch: Council

§ 2-2-8. Oath.

All officers, elected or appointed to any municipal office, shall take an oath or affirmation to support the Constitution of the United States, the Constitution and laws of New Mexico, and to faithfully perform the duties of the office.

[1] *Editor's Note: Amended at time of adoption of Code (see Section 1-1).*

Section 4-1. Fire Department

[HISTORY: Adopted by the Mayor and Council of the Village of Bosque Farms as Sec. 4-1 of the 1980 Code, as amended 2-18-1993. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Fireworks — See Sec. 5-5.

False alarms — See Sec. 7-1, § 7-1-17.

Open burning — See Sec. 11-3.

§ 4-1-1. Creation and composition.

The Fire Department is the Bosque Farms Volunteer Fire Department, which shall consist of a Chief, Assistant Chief, and as many firefighters as may be deemed necessary from time to time by the Chief.

§ 4-1-2. Rules and regulations.

The Fire Department shall be operated and managed in accordance with such departmental rules and regulations as may be adopted by the Fire Department officers and approved by the Council, and not previously provided for in this Section 4-1. All departmental rules and regulations adopted by the Fire Department shall not be inconsistent with the rules and regulations relating to the Fire Protection Act issued by the State Fire Marshal. The Fire Department shall provide the governing body with Fire Department rules and regulations and any changes thereto for adoption and approval.

§ 4-1-3. Fire Chief.

- A. The Chief of the Fire Department shall be selected at an election by a two-thirds majority of the members of the Department whenever a vacancy occurs. The name of the person selected shall be submitted to the Mayor for recommendation to the Council for its confirmation (which requires a majority approval). An indefinite number of terms shall be allowed. Removal of the Fire Chief from office shall be accomplished by:

- (1) A recommendation by the Mayor to the Council for removal for misconduct, malfeasance, or criminal activity.

- (2) A petition signed by a two-thirds majority of the members of the Department submitted to the Mayor for recommendation to the Council for its approval. The Mayor shall then call for and preside over an election to select a successor.

B. The Fire Chief shall:

- (1) Be accountable to the Mayor for the personnel, morale, and general efficiency of the Department.
- (2) Direct the operations of the Fire Department, subject to the rules and regulations thereof.
- (3) Supervise the manner of handling fires personally whenever possible in order to minimize injury to persons and damage to property. During the progress of a fire, the authority of the Fire Chief in all matters connected with the management or direction thereof, or the disposition of property endangered by it, shall be absolute. All orders issued by him on such occasions shall be respected, and any firefighter or citizen refusing to obey the same is guilty of a misdemeanor.
- (4) Conduct suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, pre-fire planning and fire prevention, establishment of fire zones, water supplies and all other matters generally considered essential to adequate fire protection and safety of life and property from loss by fire.
- (5) Assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin, and circumstances of all fires.
- (6) Inspect buildings and premises and serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found. For the purpose of conducting such inspection, the Chief or Fire Prevention Officer may enter any and all buildings and premises within the municipality at any reasonable hour. Any person served with a notice to abate any fire hazard shall comply therewith and promptly notify the Chief of the remedial measures taken.
- (7) Keep complete records of all fires, inspections, apparatus and equipment, personnel, and other information concerning operations of the Department. He shall furnish the Council with such information as may be requested, and his records shall be open to public inspection at all reasonable times.
- (8) Make a complete annual report, in writing, to the Council within one month after the close of the fiscal year, such report to include the information specified in Subsection **B(7)** above, and any additions to the rules and regulations requiring Council approval, together with comparative experience data for previous years with recommendations for improving the effectiveness of the Department.
- (9) Demote, dismiss, or expel any officer or member of the Department for neglect or refusal to perform departmental duties, subject to the right of any members so demoted, dismissed, or expelled to appeal to the Council, or as provided by personnel rules and regulations.
- (10) Enforce or cause to be enforced all ordinances, laws and regulations of the Village and state, insofar as they pertain to fire and safety.
- (11) Appoint an Assistant Chief and other officers from the membership of the Department as deemed necessary by the Chief.

§ 4-1-4. Firefighters; insignia for personal vehicles.

A roster of firefighters shall be maintained by the Fire Chief, chosen among applicants of able-bodied citizens residing within the Village limits. Property owners whose business activities are within the confines of the Village limits will be given preference. The firefighters shall be subject to supervision by

the Fire Chief and other Fire Department officers, and shall be accountable thereto. Each member of the Department driving a privately owned vehicle to the scene of an incident or to the fire station shall have an issued insignia attached to the vehicle.

§ 4-1-5. Authorized entry on property.

It shall be lawful for any firefighters acting under the direction of the Chief or another officer in command to enter upon the premises adjacent to or in the vicinity of any building or other property that is on fire, for the purpose of extinguishing such fire, and no person shall hinder, resist or obstruct any firefighter in the discharge of his duty as hereinbefore provided.

§ 4-1-6. Equipment.

The Department shall be equipped with such apparatus and other equipment as may be required from time to time to maintain its efficiency and provide adequate fire protection. All equipment of the Department shall be safely and conveniently housed in such a place or places as may be designated by the Council. No person shall use any fire apparatus or equipment for any private purpose, nor shall any person willfully take away or conceal any article used in any way by the Department. No person shall enter any place where fire apparatus is housed or handle any apparatus or equipment belonging to the Department unless accompanied by, or having special permission of, an officer or authorized member of the Department.

§ 4-1-7. Equipment purchases.

Recommendations for acquisition of necessary equipment and facilities shall be made by the Fire Chief; and shall be purchased in accordance with the State Fire Marshal's rules and regulations relating to the Fire Protection Fund Act and to the Procurement Code (NMSA 1978, § 12-1-28 et seq.). Acquisition of all equipment and facilities shall be made only with prior approval of the governing body of the Village of Bosque Farms.

[1] *Editor's Note: Amended at time of adoption of Code (see Section 1-1).*

§ 4-1-8. Fire protection outside Village.

The Village is hereby authorized to enter into mutual aid agreements outside the Village limits. The members of the Fire Department are authorized to render fire-fighting service to communities, organizations, owners or occupants of premises outside the corporate limits of the Village; such service shall only be rendered subject to the terms of the agreement or contract entered into by the Village.

§ 4-1-9. Emergency vehicles.

The driver of an authorized emergency vehicle shall operate such vehicle pursuant to NMSA 1978, § 66-7-6.

§ 4-1-10. Fire alarms.

Suitable alarm systems, arrangements or equipment shall be provided for use in turning in an alarm, and for alerting Department members to report to duty stations. It is unlawful for any person to maliciously turn in or cause to be turned in a false alarm, as set forth in § 7-1-17 of the Village Code. The Fire Chief shall provide necessary information to the public for procedures to turn in an alarm.

[1] *Editor's Note: Amended at time of adoption of Code (see Section 1-1).*

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 07/13/2026.

QUESTION DEADLINE: 07/27/2026 @ 5:00 PM

DUE DATE: 08/03/2026 @ 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 the Village of Bosque Farms, including the Governing Body, Mayor, or Clerk/Administrator as authorized by law.
- 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.
- 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 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 County" 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)	July 13, 2026
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	July 27, 2026
3. Pre-Proposal Conference	Potential Offerors (PO)	NONE
4. Deadline to Submit Questions	PO	July 27, 2026
5. Response to Written Questions/ RFP Amendments	PM	July 29, 2026
6. Submission of Proposal	Offerors	August 3, 2026, 2:00 PM
7. Proposal Evaluation	Evaluation Committee (EC) I	August 4, 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*	August 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

3. 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 Evaluation Committee shall not include any Council Members. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager 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 Martinez, City Clerk, 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.

I. 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-I 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

Offerors 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 County.

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. A requirement of demonstrated experience representing New Mexico Municipalities and advising elected governing bodies.

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 County. 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:

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

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 evaluation committee shall submit its recommendation to the Governing Body. Final selection and contracts awarded shall be made by the Governing Body to 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 Martinez
Chief Procurement Officer
1455 W. Bosque Loop | Bosque Farms, NM 87068
Phone: (505)869-2357
[E-mail: clerkadmin@bosquefarmsnm.gov](mailto: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 County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (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 County, a member of the family of a public officer or employee of the County, 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 County 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 County.

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

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 1971⁸ 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

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 County; 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.