

State of New Mexico  
Department of Economic Development  
New Mexico MainStreet Program

Request for Proposals  
New Mexico MainStreet Appropriation FY 10  
RFP: EDD – NMMS – 2010 – 1  
**\*\*AMENDED, July 17, 2009\*\***



**Submission Deadline Date: August 20, 2009 by 2:00 pm local time**  
New Mexico MainStreet Program  
Economic Development Department  
Joseph M. Montoya Building  
1100 St. Francis Drive  
Santa Fe, New Mexico 87505  
(505) 827-5650

# TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
I. INTRODUCTION.....	4
A. Purpose of this Request for Proposals.....	4
B. Background Information.....	4
C. Scope of Work.....	4
1. Offeror Eligibility.....	4
2. Eligible Activities and Projects.....	6
3. Ineligible Activities.....	7
4. Limitations.....	8
5. Range of Awards.....	9
6. Matching Requirements.....	10
D. Scope of Procurement.....	10
E. Procurement Manager.....	10
F. Definition of Terminology.....	11
G. Procurement Library.....	13
II. CONDITIONS GOVERNING THE PROCUREMENT.....	14
A. Sequence of Events.....	14
B. Explanation of Events.....	14
1. Issue of RFP.....	14
2. Deadline to Submit Acknowledgement Form.....	15
3. Mandatory Pre-Application Workshop.....	15
4. Deadline to Submit Questions.....	15
5. Response to Written Questions/RFP Amendments.....	15
6. Submission of Proposal.....	15
7. Proposal Evaluation.....	16
8. Selection of Finalists.....	16
9. Oral Presentation by Finalists.....	16
10. Best and Final Offers from Finalists.....	16
11. Identification of Grant Recipient(s).....	16
12. Protest Deadline.....	17
13. Submission of Project Questionnaire.....	17
14. Finalize Grant Agreements.....	17
15. Execution of Grant Agreements.....	18
C. General Requirements.....	18
1. Acceptance of Conditions Governing the Procurement.....	18
2. Incurring Cost.....	18
3. Primer Offeror Responsibility.....	18
4. Amended Proposals.....	18
5. Offeror Right to Withdraw Proposal.....	18
6. Proposal Offer Firm.....	19
7. Disclosure of Proposal Contents.....	19
8. No Obligation.....	19
9. Termination.....	19
10. Sufficient Appropriations.....	20
11. Legal Review.....	20
12. Governing Law.....	20
13. Basis for Proposal.....	20
14. Grant Agreement Terms and Conditions.....	20
15. Offeror Terms and Conditions.....	21
16. Grant Agreement Deviations.....	21
17. Offeror Qualifications.....	21
18. Right to Waive Minor Irregularities.....	21
19. Change in Offeror Representatives.....	21
20. Notice.....	21

21.	Agency Rights.....	22
22.	Right to Publish.....	22
23.	Ownership of Proposals.....	22
24.	Electronic Mail Address Required.....	22
25.	Use of Electronic Versions of RFP.....	22
III.	RESPONSE FORMAT AND ORGANIZATION.....	23
A.	Number of Responses.....	23
B.	Number of Copies.....	23
C.	Proposal Format.....	23
D.	Proposal Organization.....	23
1.	Letter of Transmittal.....	24
2.	Table of Contents.....	24
3.	Resolutions of Support.....	24
4.	Statement of Assurances.....	24
5.	Statement of MainStreet Project/Arts Council Organization Eligibility	24
6.	Support Documents.....	25
7.	Personnel.....	26
8.	Narrative.....	26
9.	Appendices.....	26
IV.	SPECIFICATIONS.....	27
A.	Information.....	27
B.	Mandatory Specifications.....	27
1.	Narrative Instructions.....	27
a)	Introduction.....	27
b)	Clear activities and measurable objectives.....	27
c)	Timeline.....	27
d)	Project budget.....	27
e)	Matching contribution.....	28
f)	Feasibility.....	28
g)	Historic preservation ethic.....	28
h)	Ability to administer the project and grant.....	28
i)	Operating budget.....	29
j)	Committed and active board involvement in the project.....	29
k)	Local community commitment.....	29
l)	Relationship between the proposed activity and local	
	MainStreet/Arts Council work plan.....	29
m)	Relationship between proposed activity and locally adopted planning	
	documents.....	30
n)	ICIP listing.....	30
V.	EVALUATION.....	31
A.	Evaluation of Point Factors.....	31
B.	Evaluation Process.....	32
APPENDIX A.	.....	34
APPENDIX B.	.....	35
APPENDIX C.	.....	36
APPENDIX D.	.....	48
APPENDIX E.	.....	51
APPENDIX F.	.....	54
APPENDIX G.	.....	55
APPENDIX H.	.....	57
APPENDIX I.	.....	61
APPENDIX J.	.....	64
APPENDIX K.	.....	65

# I. INTRODUCTION

## ***A. Purpose of this Request for Proposals***

The New Mexico MainStreet Program (NMMS), of the Economic Development Department (EDD), is pleased to issue this Request for Proposals for the design, planning, and construction of capital, infrastructure and renovation projects in New Mexico's MainStreet District and Arts and Cultural District communities' central business districts. This document includes the guidelines and instructions for completing proposals.

## ***B. Background Information***

The authorization for this program derives from HB 154 passed by the New Mexico State Legislature and signed into law by Governor Bill Richardson April 7, 2009 as stated below. Section 15. ECONOMIC DEVELOPMENT DEPARTMENT PROJECT—SEVERANCE TAX BONDS.—

*“Pursuant to the provisions of Section 1 of this act, upon certification by the economic development department that the need exists for the issuance of the bonds, one million dollars (\$1,000,000) is appropriated to the economic development department for mainstreet infrastructure and renovation projects statewide.”*

The legislation directs that the \$1.0 million be allocated to EDD's NMMS, which is responsible for developing criteria for distribution of these funds, awarding grant agreements to local MainStreet Projects and state authorized Arts and Cultural Districts in partnership with their municipalities, and administering the grant agreements.

The funding for this MainStreet Appropriation is provided through the sale of severance tax bonds. The next sale of bonds will be in December 2009 with funding available for awarded projects in March 2010.

## ***C. Scope of Work***

### **1. Offeror Eligibility**

Eligibility of offerors is outlined below:

- Local New Mexico MainStreet projects affiliated with NMMS as “State Certified” MainStreet projects with a municipally adopted downtown Master Plan or downtown Metropolitan Redevelopment Area Plan (MRA) may apply for design, planning and construction funds.
- Those State Certified MainStreet projects without a municipally adopted downtown Master

Plan or MRA Plan but which have begun a planning process to complete a downtown Master Plan or MRA plan may apply for design and planning funds for a specific project but are not eligible for construction funds. To be eligible under this category, State Certified MainStreet projects must have already signed a contract with a planning consultant as of the proposal deadline on August 20, 2009 at 2:00 pm local time to complete the downtown Master Plan or MRA Plan and must demonstrate that they are moving forward in the planning process.

- Those State Certified MainStreet projects without a municipally adopted downtown Master Plan or MRA Plan and without a signed contract with a consultant to complete a downtown Master Plan or MRA Plan are only eligible to apply for funding to complete a downtown Master Plan or MRA Plan. (See Appendix I for guidelines for a downtown Master Plan)
- “Start-up” MainStreet projects in their second or third year of affiliation with NMMS/EDD that have an IRS 501(c)3 status and that employ a paid MainStreet Manager are only eligible to apply for planning funds to complete a municipally adopted downtown Master Plan or MRA Plan for redevelopment and revitalization of the MainStreet District. If a Start-up MainStreet project already has a municipally adopted downtown Master Plan or MRA Plan current to within the last five years, then they may apply for design and planning funds for a specific project but are not eligible for construction funds.
- Those Start-up MainStreet projects without a municipally adopted downtown Master Plan or MRA Plan but which have begun a planning process to complete a downtown Master Plan or MRA plan may apply for design and planning funds for a specific project but are not eligible for construction funds. To be eligible under this category, Start-up MainStreet projects must have already signed a contract with a planning consultant to complete the downtown Master Plan or MRA Plan as of the proposal deadline on August 20, 2009 at 2:00 pm local time and must demonstrate that they are moving forward in the planning process.
- State authorized Arts and Cultural Districts in their first year of Authorization may apply for planning funds to complete an Arts and Cultural District Plan and Branding.
- MainStreet projects currently on probation with NMMS are not eligible for this MainStreet Appropriation.
- MainStreet projects that have reverted substantial portions (10% or more) of previous NMMS grants and Special Appropriations or NMMS Capital Outlay funding within the past three (3) fiscal years (FY2007 – FY2009) are not eligible for this MainStreet Appropriation.
- MainStreet projects that have not spent at least 20% of MainStreet Capital Outlay funding from fiscal years 2006 and 2007 as of the proposal deadline on August 20, 2009 at 2:00 pm local time are not eligible for this MainStreet Appropriation.
- “Emerging MainStreet Communities,” and “Special Project Communities” served by NMMS/EDD are not eligible for this MainStreet Appropriation.

- Applicant MainStreet projects must meet the following criteria to be eligible:
  - Demonstrate attendance by a representative of the MainStreet project at the mandatory pre-application workshop on July 10, 2009;
  - Certify that their municipality or county is willing to serve as the fiscal agent, administer the grant and complete the project;
  - Demonstrate that they are in “good standing” as identified by NMMS’s “Good Standing Standards” (See Appendix G);
  - With their municipality or county, have a current, fully-executed memorandum of understanding (MOU) affiliating the local MainStreet project and the municipality/county with NMMS and EDD;
  - Demonstrate attendance by the paid MainStreet manager or an approved substitute at NMMS Quarterly meetings between July 2008 and July 2009;
  - Have paid staff to oversee the proposed project in partnership with the municipality or county; and
  - Demonstrate that they have filed required quarterly financial reports and statistics with NMMS/EDD between July 2008 and July 2009.
  
- Applicant Arts and Cultural Districts that are not also State Certified MainStreet projects must meet the following criteria to be eligible:
  - Demonstrate attendance by a representative of the ACD Steering Committee at the mandatory pre-application workshop on July 10, 2009;
  - Certify that their municipality or county is willing to serve as the fiscal agent, administer the grant and complete the project; and
  - Have paid staff to oversee the proposed project in partnership with the municipality or county.

## **2. Eligible Activities and Projects**

Funds may be used only for planning, design and construction. Such activities may involve one or more of the following:

- Developing a downtown Master Plan, Strategic Implementation Plan, Metropolitan Redevelopment Area Plan or Sector Plan incorporating the downtown;
- Updating the downtown MainStreet district component of any existing municipal comprehensive plan, downtown master plan, strategic implementation plan or sector plan;
- Developing cultural, master or physical plans for a state-authorized Arts and Cultural District;
- Conducting a design and/or planning charrette for the MainStreet district;
- Conducting engineering, environmental and/or other studies required for construction; and/or
- Developing architectural and urban design specifications and construction documents, preparation of construction bid documents for infrastructure and capital improvement projects, and/or construction of infrastructure and capital improvement projects.

Planning, design and construction activities may be applied to any MainStreet project district or any state-authorized Arts and Cultural District for physical improvements - projects that improve the appearance and condition of the downtown area. Examples of projects include:

- Pocket parks, public art and/or gateways;
- Streetscape improvements such as sidewalks, traffic calming devices such as circles, roundabouts or chicanes, medians, trees, plantings and/or related landscape features;
- Pedestrian amenities, such as impediment-free sidewalks, signage, pedestrian lighting, benches, planters, trash and recycling receptacles, and/or public restrooms;
- Acquisition of significant and historic buildings and cultural properties for adaptive re-use and rehabilitation, façade improvements or historic preservation of public buildings;
- Rehabilitation of publicly owned buildings, such as theatres, cultural, civic and community centers, schools, libraries and museums; and/or
- Downtown design, historic and/or livability guidelines for education, interpretation and technical assistance for the appreciation, renovation and rehabilitation of a MainStreet district's building stock and streetscape.

A funding proposal may be for one phase of a total project, in which case the total project outline and budget must accompany the proposal. The proposal must clearly identify which phase of the project this proposal seeks funding for and the phase's portion of the total project budget.

Lighting must meet the "Dark Skies" law's goals and standards as spelled out in the New Mexico Heritage Preservation Alliance's "Consumer Guide to Night Sky Friendly Lighting."

Landscaping must conform to drought-tolerant planting standards that are spelled out in the Office of the State Engineer's "A Water Conservation Guide for Commercial, Institutional and Industrial Users."

Public art must be part of a larger project such as a pocket park or landscaped median.

If projects are located in state or national register historic districts, they must conform to the Secretary of the Interior's Guidelines for the Treatment of Historic Properties.

### **3. Ineligible Activities**

Funding must be used for the activities stated above. Ineligible activities include:

- Administrative costs – funds may not be used to pay for administrative costs, although the match may cover such costs;
- Cash Transfers – funds will not be transferred by the awardee to any other fund in the fiscal agent's budget. Funds must be accounted for through a separate MainStreet Project Fund established for this grant;

- Planning activities, other than those listed above, that are not related to a specific physical MainStreet or Arts and Cultural District improvement project;
- Marketing and promotion;
- Full or partial demolition of an historic structure or cultural property which would be deemed by the New Mexico Historic Preservation Division to have significant negative impact;
- Parking lots and structures for which the only purpose is to park automobiles.

#### 4. Limitations

In addition to complying with the limitations shown in Section I.C.3 above, offerors are required to follow all state laws, regulations and requirements governing the use of state funds.

Additionally, for informational purposes, Section 1 of HB 154 contains specific limitations on the use of proceeds from severance tax bonds.

HB 154 – Section 1. SEVERANCE TAX BONDS—AUTHORIZATIONS—APPROPRIATION OF PROCEEDS.—

- A. The state board of finance may issue and sell severance tax bonds in compliance with the Severance Tax Bonding Act in an amount not to exceed the total of the amounts authorized for the purposes specified in this act. The state board of finance shall schedule the issuance and sale of the bonds in the most expeditious and economical manner possible upon a finding by the board that the project has been developed sufficiently to justify the issuance and that the project can proceed to contract within a reasonable time. The state board of finance shall further take the appropriate steps necessary to comply with the Internal Revenue Code of 1986, as amended. Proceeds from the sale of the bonds are appropriated for the purposes specified in this act.
- B. The agencies named in this act shall certify to the state board of finance when the money from the proceeds of the severance tax bonds authorized in this section is needed for the purposes specified in the applicable section of this act. If an agency has not certified the need for the issuance of the bonds for a particular project, including projects that have been reauthorized, by the end of fiscal year 2011, the authorization for that project is void.
- C. Before an agency may certify for the issuance of severance tax bonds, the project must be developed sufficiently so that the agency reasonable expects to:
  - (1) incur within six months after the applicable bonds have been issued a substantial binding obligation to a third party to expend at least five percent of the bond proceeds for the project; and
  - (2) spend at least eighty-five percent of the bond proceeds within three years after the applicable bonds have been issued.
- D. Except as otherwise specifically provided by law:
  - (1) the unexpended balance from the proceeds of severance tax bonds issued pursuant to this act for a project shall revert to the severance tax bonding fund no later than the following dates:
    - (a) for a project for which severance tax bonds were issued to match federal grants, six months after completion of the project;

- (b) for a project for which severance tax bonds were issued to purchase vehicles, including emergency vehicles and other vehicles that require special equipment; heavy equipment; books; educational technology; or other equipment or furniture that is not related to a more inclusive construction or renovation project, at the end of the fiscal year two years following the fiscal year in which the severance tax bonds were issued for the purchase; and
  - (c) for any other project for which severance tax bonds were issued, within six months of completion of the project, but no later than the end of fiscal year 2013; and
  - (2) all remaining balances from the proceeds of severance tax bonds issued for a project pursuant to this act shall revert to the severance tax bonding fund three months after the latest reversion date specified for that type of project in Paragraph (1) of this subsection.
- E. Except for appropriations to the capital program fund, money from severance tax bond proceeds provided pursuant to this act shall not be used to pay indirect project costs.
- F. For the purpose of this section, “unexpended balance” means the remainder of an appropriation after reserving for unpaid costs and expenses covered by binding written obligations to third parties.

## 5. Range of Awards

EDD and NMMS *estimate* that the amount of each grant agreement and the range of the awards will vary according to the nature of the project. Notwithstanding, no proposal for a grant from this MainStreet Appropriation shall exceed \$200,000 (two hundred thousand dollars) or be less than \$10,000 (ten thousand dollars). EDD *anticipates* receiving proposals for the eligible purposes shown in Section I.C.2 and, accordingly, *anticipates* awarding grants similar to the range shown in the table below. The Award Distribution Chart below is an anticipated range and is subject to change by EDD without further notification.

Award Distribution

Award Category	Amount of Funds Anticipated	Range of Awards
Downtown Plan, Sector Plan, Metropolitan Redevelopment Area Plan, and Arts and Cultural District Plan and Branding	\$320,000	\$50,000 – 75,000
Update of downtown Master Plan, Sector Plan, or Metropolitan Redevelopment Plan	\$30,000	\$10,000 – 15,000
Design and Planning Charettes	\$20,000	\$10,000 – 20,000
Engineering and/or environmental studies required prior to construction	\$100,000	\$50,000 – 100,000

Award Category	Amount of Funds Anticipated	Range of Awards
Development of final design, planning and construction documents, preparation of construction RFBs, and/or construction	\$480,000	\$100,000 – 200,000
Development of downtown design and/or livability guidelines	\$50,000	\$25,000

This information is presented as a guide for the benefit of the offeror in planning proposals. Actual distributions will be guided by the review criteria found in Section V. It is not meant to be exclusive or exhaustive, nor is it intended to commit NMMS and EDD to the amounts and the award categories shown. Actual awards will be based on the projects proposed by the offerors and the quality of the proposals as determined by the NMMS using the review criteria stated in this RFP.

## **6. Matching Requirements**

Each offeror is expected to provide \$1.00 (one dollar) to match for every \$10.00 (ten dollars) requested in funds. The offeror’s match may be in the form of cash from any federal, state (excluding NMMS Capital Outlay grants), or private funding source, or it may be in the form of an in-kind contribution by the offeror or any partner of the offeror in the project.

An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following: a) a MainStreet Manager’s time dedicated to coordinating project activities; b) value of the time and cost associated with a city assigning a planner or designer to project activities; c) items of cost borne by the offeror or one of the offeror’s partners involved in the project; or d) the cost of publicizing notices of meetings and events. These are meant to serve as examples of possible in-kind contributions and should not be taken as an exhaustive listing.

Offerors are expected to keep accurate and timely records documenting matching contributions. The documentation should include date of contribution, nature of contribution, basis for valuing contribution, and appropriate documentation. For example, an offeror might ask key volunteers to sign a time or attendance sheet to document their time and effort.

### ***D. Scope of Procurement***

The scope of the procurement shall encompass the defined scope of work as listed above. There shall be no grant agreement extensions or renewals.

### ***E. Procurement Manager***

The Agency has designated a Procurement Manager who is responsible for the conduct of this

procurement and whose name, address and telephone number are listed below. All deliveries via express carrier should be addressed as shown:

Ms. Meghan Bayer  
Economic Development Department  
Assistant Director, New Mexico MainStreet Program  
Joseph Montoya Building  
1100 St. Francis Drive  
Santa Fe, NM 87505  
Phone: 505-827-5650  
Fax: 505-827-0263  
[meghan.bayer@state.nm.us](mailto:meghan.bayer@state.nm.us)

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors with inquiries or requests regarding the procurement may contact ONLY the Procurement Manager. Other state employees do not have the authority to respond on behalf of the Agency.

## ***F. Definition of Terminology***

This section contains definitions and abbreviations used throughout this procurement document.

“ACD” means Arts and Cultural District and refers to state authorized districts only.

“Agency” means the Economic Development Department, New Mexico MainStreet Program.

“Awarded” means the point at which the grant agreements are fully executed.

“Close of Business” means 2:00 p.m. local time for the purposes of this RFP.

“Grant Agreement” means a fully executed written agreement between the State and an offeror for a scope of work contemplated within this RFP.

“Contractor” means a successful offeror who enters into a binding grant agreement.

“Determination” means the documented written determination of the Procurement Manager that includes supportive findings of fact. A determination and the response thereto become part of the procurement file.

“Desirable.” The terms “may”, “can”, “should”, “preferably”, “preferred” and “prefers” identify a desirable or discretionary (as opposed to “mandatory”) item or factor

“EDD” means the Economic Development Department of the State of New Mexico.

“Evaluation Committee” means a body of not fewer than 5 individuals designated by the Agency to perform the evaluation of offeror proposals. The evaluation committee may consist of

representatives from the following organizations:

- NMMS/EDD staff;
- Local Government Division of Department of Finance Authority;
- Historic Preservation Division Department of Cultural Affairs;
- UNM School of Architecture and Planning;
- New Mexico Transportation Department;
- State Scenic Byways Program of Department of Tourism; and/or
- Board member of the Friends of New Mexico MainStreet with no conflict of interest in hearing any of the submitted proposals.

“Evaluation Committee Report” means a document prepared by the Procurement Manager and Evaluation Committee that contains all written determinations and recommendations resulting from the evaluation of all proposals. It is submitted in response to the Request for Proposals.

“Finalist” is defined as an offeror that meets all of the mandatory specifications of the Request for Proposals and whose score on evaluation factors is sufficient enough to merit further consideration.

“Mandatory.” The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory (as opposed to “desirable”) item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

“NMMS” is the New Mexico MainStreet Program of the Economic Development Department.

“Offeror” is any person, corporation, or partnership that submits a proposal.

“Procurement Manager” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“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, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to satisfactorily deliver the services described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Start-up MainStreet Project” means a local MainStreet project that is affiliated with NMMS and which has not graduated to become a veteran State Certified MainStreet project.

“State Authorized Arts and Cultural District” means a local district authorized by the state of New Mexico Arts Commission established through the standards as set forth in this Arts and Cultural Districts state statutes whose boundaries and purposes are delineated by the adoption of a governing

body of the state of New Mexico, specifically a municipality, county or Indian nation.

“State Certified MainStreet Project” means a local MainStreet project that is affiliated with and certified by NMMS and that has graduated from its Start-up period.

## ***G. Procurement Library***

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or her designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library. Materials may not be removed from the library.

The library contains information listed below:

- Procurement Regulations, [1.4.1 NMAC]. A copy may be obtained at the following Web address:  
<http://www.nmcpr.state.nm.us/nmac/title01/T01C004.htm>
- NM Heritage Preservation Alliance’s “Consumer Guide to Night Sky Friendly Lighting.” A copy may be obtained at the following Web address:  
[www.nmheritage.org/files/NightSky\\_Friendly\\_Lighting\\_Guide2.pdf](http://www.nmheritage.org/files/NightSky_Friendly_Lighting_Guide2.pdf).
- Office of State Engineer’s “A Water Conservation Guide for Commercial, Institutional, and Industrial Users.” A copy may be obtained at the following Web address:  
[www.ose.state.nm.us/water-info/conservation/pdf-manuals/cii-users-guide.pdf](http://www.ose.state.nm.us/water-info/conservation/pdf-manuals/cii-users-guide.pdf).

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the proposed schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

### ***A. Sequence of Events***

The Procurement Manager will make every effort to adhere to the following schedule. All dates listed, except for the Submission of Proposal date, are target dates and are subject to change by the Agency.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Agency	06/24/09
2. Acknowledgment of Receipt Deadline	Potential Offerors	07/10/09
3. Mandatory Pre-Application Workshop	Potential Offerors	07/10/09
4. Deadline to Submit Questions	Potential Offerors	07/10/09
5. Response to Written Questions /RFP Amendments	Agency	07/17/09
6. Submission of Proposal	Offeror	08/20/09 2:00 p.m.
7. Proposal Evaluation	Evaluation Committee	08/25/09
8. Selection of Finalists	Evaluation Committee	08/25/09
9. Oral Presentation	Evaluation Committee	08/26 & 08/27/09
10. Review of Evaluation Committee Report & Announcement of Decision	Agency	08/31/09
11. Identification of Grant Recipient(s)	Agency, Offeror	09/02/09
12. Protest Deadline	Offeror	09/17/09 2:00 p.m.
13. Submission of Project Questionnaire	Agency, Awardee	10/01/09
14. Finalize Grant Agreements	Awardee	01/31/10
15. Execution of Grant Agreements	Agency	03/15/10

Note: The Agency reserves the right to change or modify the dates of action at its discretion.

### ***B. Explanation of Events***

The following describes the activities listed in the sequence of events shown in Section II.A.

#### **1. Issue of RFP**

This RFP will be issued by the Agency on June 24, 2009.

## **2. Deadline to Submit Acknowledgement Form**

In order to receive written communications from the Procurement Manager regarding amendments to or clarifications about the RFP, the Acknowledgment of Receipt Form must be submitted to the Procurement Manager by July 10, 2009.

## **3. Mandatory Pre-Application Workshop**

At least one representative of each potential offeror must attend the Mandatory Pre-Application Workshop on July 10, 2009 at 12:30 p.m. at the Alma d'arte Learning Center, 402 West Court Avenue, in Las Cruces. The preferred attendee at this meeting is the MainStreet Manager, the ACD Steering Committee representative or the person who will be preparing the proposal. A municipal representative is also encouraged to attend this meeting.

## **4. Deadline to Submit Questions**

Potential offerors may submit written questions as to the intent or clarity of this RFP until July 10, 2009. All submissions of written questions must be addressed to the Procurement Manager (See Section I, Paragraph E above) and **received** by the Procurement Manager by July 10, 2009.

## **5. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on July 17, 2009 to every potential offeror whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile 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. Consequently, the offeror's organization name shall be deleted from the procurement distribution list. Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after the answers and/or amendments were issued.

## **6. Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. LOCAL TIME ON August 20, 2009.**

Proposals received after this deadline will not be accepted. The date and time will be recorded upon receipt of each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Packages containing proposals must be sealed and labeled

on the outside of the package to clearly indicate that they are in response to the Request for Proposals MainStreet Appropriation FY2010. **No Proposal submitted by facsimile or by email will be accepted.**

The Procurement Manager will maintain a public log of all of the offerors who submitted proposals. In accordance with Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to the grant awards.

## **7. Proposal Evaluation**

A committee appointed by the Agency will evaluate the proposals. This process will take place between August 25 and August 31, 2009. During that time, the Procurement Manager may 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. Selection of Finalists**

The Evaluation Committee may select and the Procurement Manager may notify the finalist offerors on August 25, 2009. Only finalists will be invited to participate in the subsequent steps of procurement. The schedule for oral presentations, if necessary, will be determined at that time.

## **9. Oral Presentation by Finalists**

Finalists may be required to orally present their proposals to the Evaluation Committee on August 26 or August 27, 2009 at the Economic Development Department in Santa Fe. The Procurement Manager will schedule the time and duration of each finalist offeror's presentation.

## **10. Best and Final Offers from Finalists**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by August 26, 2009. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

## **11. Identification of Grant Recipient(s)**

The grant offer(s) will be finalized with the most advantageous offeror(s) between August 31 and September 2, 2009. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to proceed toward a grant agreement with the next most advantageous offeror(s) without undertaking a new procurement process.

After review of the Evaluation Committee Report and the recommendation of the Agency management, the Agency will identify the successful grant recipients on September 2, 2009. Grants

shall be awarded to offerors whose proposals are most advantageous, taking into consideration the evaluation criteria set forth in this RFP. The most advantageous proposal(s) may or may not have received the most points. The award is subject to appropriate State approvals.

Grant recipients shall be required to sign a notice of selection and statement of intent to proceed and return to the Agency no later than September 15, 2009. A sample notice of selection and statement of intent to proceed is in Appendix B.

Grant recipients shall be required to sign a grant agreement after the issuance of the relevant severance tax bonds and prior to receiving grant monies.

## **12. Protest Deadline**

Any protest by an offeror must be timely and conform with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 (fifteen) day protest period for responsive offerors shall begin on the day following the grant award and will end at the close of business on September 17, 2009. Protests must be in writing and 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 Agency. The protest must be delivered to:

Mr. Rich Williams  
Deputy Director, Economic Development Division  
Director, New Mexico MainStreet Program  
Joseph Montoya Building  
1100 St. Francis Drive  
Santa Fe, NM 87505

Any protest received after the deadline will not be accepted.

## **13. Submission of Project Questionnaire**

In order for the Board of Finance to sell the severance tax bonds to fund specific projects, grant recipients will be required to complete a project questionnaire related to the project. A sample project questionnaire is in Appendix H. The completed project questionnaire must be received at the Agency no later than October 1, 2009. The Procurement Director will submit the completed project questionnaire to the Board of Finance on behalf of the grant recipient.

## **14. Finalize Grant Agreements**

EDD expects that the Board of Finance will issue the severance tax bonds in December 2009. After the bonds have been sold, the Procurement Director will finalize grant agreements with grant recipients. The Agency must receive the signed grant agreements to the Procurement Director at the address listed in Section I, Paragraph E by January 31, 2010.

## **15. Execution of Grant Agreements**

The Procurement Director will obtain the necessary EDD signatures. The grant agreements will not be executed until all EDD representatives have signed them as required. The grant recipient may not spend grant money until the grant agreements are fully executed. EDD expects to execute grant agreements by March 15, 2010.

### ***C. General Requirements***

This procurement will be conducted in accordance with the state Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 and procurement regulations, 1.4.1 NMAC.

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. 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, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

#### **3. Primer Offeror Responsibility**

Any grant agreement that may result from this RFP shall specify that the prime offeror is solely responsible for fulfillment of the grant agreement with the Agency. The Agency will make grant payments only to the prime offeror.

#### **4. Amended Proposals**

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

#### **5. Offeror Right 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 and 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.

## **6. 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 receipt of a best and final offer, if one is submitted.

## **7. Disclosure of Proposal Contents**

The proposals will be kept confidential until a grant is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, **except material that is proprietary or confidential.** The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential," designations 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 non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If the Agency receives a request for disclosure of data for which an offeror has made a written request for confidentiality, the Agency 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 continuing prohibition on the disclosure of confidential data.

## **8. No Obligation**

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written grant is awarded and approved by the appropriate authorities.

## **9. Termination**

This RFP may be canceled at any time, and any and all proposals may be rejected in whole or in part when the Evaluation Committee and Agency determine such action to be in the best interest of the

State of New Mexico.

## **10. Sufficient Appropriations**

Any grant awarded as a result of this RFP process may be terminated if appropriations or authorizations are insufficient. Such termination will be effected through written notice to the awardee. The Agency's determination of insufficient appropriations and authorizations will be final.

## **11. Legal Review**

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

## **12. Governing Law**

This procurement and any agreement with the offeror that results from this RFP shall be governed by the laws of the State of New Mexico.

## **13. Basis for Proposal**

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

## **14. Grant Agreement Terms and Conditions**

The grant agreement between the Agency and an offeror will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix C, "Sample Grant Agreement Terms and Conditions." However, the Agency reserves the right to negotiate with a successful offeror provisions supplementary to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the grant agreement.

Should an offeror object to any of the terms and conditions contained in this Section or in Appendix C, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable and may result in 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.

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2.40.2 NMAC.

## **15. Offeror Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a grant agreement negotiated with the Agency.

## **16. Grant Agreement Deviations**

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

## **17. Offeror Qualifications**

The Evaluation Committee may make such investigations as 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.

## **18. 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **19. Change in Offeror Representatives**

The Agency reserves the right to require a change in offerors representative(s) if the assigned representative(s) is not, in the opinion of the Agency, meeting its needs adequately.

## **20. Notice**

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

impose felony penalties for bribes, gratuities and kick-backs.

## **21. Agency Rights**

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

## **22. Right to Publish**

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

## **23. Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

## **24. Electronic Mail Address Required**

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

## **25. Use of Electronic Versions of RFP**

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure 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 Agency, the version maintained by the Agency shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### ***A. Number of Responses***

Each offeror is allowed to submit one proposal for this RFP.

#### ***B. Number of Copies***

Offerors must deliver ten (10) identical hard copies of their proposal and one (1) electronic copy of the entire proposal (identical to the hard copy) saved as one complete PDF file on a compact disc to the location specified in Section I, Paragraph E on or before the deadline for receipt of proposals.

#### ***C. Proposal Format***

The proposal should be submitted in printed-page format on 8.5” x 11” paper. Pages larger than 8.5” x 11” will not be accepted. Each page should be formatted with one-inch margins on four sides, single-spaced with double spaces between paragraphs, and in 12-point font. Transparencies will not be accepted. Any reasonable means of binding the proposal is acceptable. Proposals bound in a three-ring binder with index tabs separating each section are preferred.

#### ***D. Proposal Organization***

The proposal must be organized and indexed in the following format and must contain all listed items in the sequence indicated:

1. Letter of Transmittal
2. Table of Contents
3. Statement of Assurances
4. Statement of Eligibility
5. Personnel
6. Narrative
7. Support Documents
8. Appendices

Within each section of the proposal, an offeror should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## 1. Letter of Transmittal

A letter of transmittal must accompany each proposal. The letter of transmittal **MUST**:

- Identify the local governing body fiscal agent and its MainStreet partner organization and the ACD Steering Committee (if applicable);
- State the amount of funds requested and the amount of matching funds committed;
- Identify the name and title of the person authorized by the local governing body to legally obligate the local governing body;
- Identify the name, title, telephone number, email address, and mailing address of the person authorized to negotiate the grant agreement on behalf of the local governing body;
- Identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification;
- **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- Be signed by the person authorized to legally obligate the local governing body to administer these funds and by the person legally authorized to obligate the local MainStreet organization and the ACD Steering Committee (if applicable) as a partner in the project;
- Acknowledge receipt of any and all amendments to this RFP; and
- Offer a short description that communicates the nature of the proposal.

## 2. Table of Contents

## 3. Resolutions of Support

Resolutions of support passed by the local MainStreet organization and member organizations of the ACD Steering Committee (if applicable) and the local governing body administering the funds and applying as the offeror.

## 4. Statement of Assurances

The Statement of Assurances, which is provided in Appendix D, must be signed by the person identified in the Letter of Transmittal as legally authorized to obligate the local governing body and by the local MainStreet organization's Board President and the ACD Steering Committee Chair (if applicable).

## 5. Statement of MainStreet Project/Arts Council Organization Eligibility

For applicants that are Certified or Start-up MainStreet projects, the Statement of MainStreet Project

Eligibility, which is provided in Appendix E, must be signed by the local MainStreet organization's Board President.

For state designated Arts and Cultural Districts that are not also Certified MainStreet projects, the Statement of ACD Steering Committee Eligibility, which is provided in Appendix F, must be signed by the ACD Steering Committee Chair.

## **6. Support Documents**

The following supporting documents must accompany the proposal:

- For offerors whose proposal involves the purchase of property, a copy of the formal appraisal(s) conducted by a certified appraiser signed by the municipality or county and property owner.
- A copy of the cover page of the municipally adopted downtown Master Plan or MRA Plan. The cover page should clearly state the date that the plan was adopted by the municipality or county and be signed and notarized by the City Clerk.
- A copy of the relevant section(s) of the downtown Master Plan or MRA Plan that references this project directly or indirectly.
- For those State Certified or Start-up MainStreet projects that have begun working on a downtown Master Plan or MRA Plan but await adoption by the municipality or county, provide a copy of the executed contract with the planning consultant and a signed letter from a representative of the municipal planning department stating the progress to date and estimated completion and adoption dates.
- A copy of the cover page of the local MainStreet annual work plan with the date it was adopted by the board. (The proposed project must be identified as part of the annual planning process or included in the adopted downtown Master Plan or MRA Plan.)
- A copy of the relevant section(s) of the local MainStreet organization's annual work plan that identifies the project's implementation and management in the context of committee and staff responsibilities.
- For ACD applicants, a copy of the cover page of the local ACD Steering Committee's priority project work plan with the date it was adopted by the ACD Steering Committee.
- For ACD applicants, a copy of the relevant section(s) of the local ACD Steering Committee's priority project work plan that identifies the project's implementation and management in the context of committee and staff responsibilities.

- The local MainStreet organization's and/or the ACD Steering Committee's lead applicant member organization's most recent annual IRS tax report of the corporation and its Annual Corporation Reports to:
  - The New Mexico Public Regulation Commission and
  - The New Mexico Attorney General's Office.
- Annual MainStreet operations budget (revenue and expenses) and/or annual operating budgets for ACD Steering Committee member organizations.

## **7. Personnel**

The proposal shall list all local program personnel, their roles and their qualifications. Consultants selected in the work plan should be clearly listed, with their roles defined and their qualifications outlined. Consultants to be hired through a bid process shall be identified by the consulting firm's or individual's minimum qualifications and the services required.

## **8. Narrative**

See instructions in Section IV below.

## **9. Appendices**

The offeror shall include in the appendices the following materials:

- A copy of the conceptual design work, if this is a capital or infrastructure project.
- Any additional materials that the offeror believes will strengthen the proposal, although excessive addenda are discouraged.

## **IV. SPECIFICATIONS**

### ***A. Information***

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with the required supporting materials will be evaluated and awarded points accordingly.

### ***B. Mandatory Specifications***

**Offerors must respond to all items in this Mandatory Specifications Section.** Responses to the Mandatory Specifications must address each specification listed. The responses along with required supporting materials will be evaluated and awarded points accordingly.

#### **1. Narrative Instructions**

##### **a) Introduction**

The introduction explains the project focus and the reason for the activity. It briefly describes the project and its gaps, needs, and desired outcomes.

##### **b) Clear activities and measurable objectives**

The narrative shall identify the main activities to be completed. Each activity shall be supported by clear and measurable objectives.

##### **c) Timeline**

The narrative shall contain a clear and precise timeline for the completion of each activity and objective, including start and end dates (by month) and the person responsible for each activity. If this is a phased project, the timeline should identify this phase in the total project and provide an estimated timeline for the completion of the subsequent phases.

##### **d) Project budget**

The narrative shall contain a project budget that shows all costs, broken down by category (e.g.,

personnel, supplies, etc.) and apportioned accordingly. Whether costs are covered by matching or grant funds should be clearly indicated. Costs shall be reasonable, justifiable and appropriate to the proposed activities and demonstrate sound and economical use of all resources. The matching requirement (see Section I, Paragraph C.6) must be met or exceeded and clearly detailed.

If a funding proposal is for a phase of a total project, the total project budget for all phases must also accompany the proposal. The proposal must clearly identify which phase of the project this proposal seeks funding for and the portion of the total project budget being requested.

### **e) Matching contribution**

The narrative shall show cash and in-kind commitments to meet the matching requirement. Costs must appear reasonable and justifiable. Matching resources beyond the minimum match requirement is strongly encouraged.

### **f) Feasibility**

The narrative shall explain how the project will result in a sufficiently developed plan that will likely be adopted locally, or how it will result in a specific project being moved to the bid review and construction stage. The narrative shall describe the steps that the local governing body and the local MainStreet organization and/or ACD Steering Committee have taken to ensure that the project will be implemented if a grant is awarded.

### **g) Historic preservation ethic**

The narrative shall describe those activities that the local governing body and the local MainStreet and/or Arts Council organization have undertaken, or will undertake, to ensure that all of its activities result in the preservation of historic buildings and districts and cultural resources. *If projects are located in state or national register historic districts, they must conform to the Secretary of the Interior's Guidelines for the Treatment of Historic Properties.*

The narrative shall clearly state how the local governing body and the local MainStreet organization and/or ACD Steering Committee will involve the New Mexico Historic Preservation Division (HPD) in the project implementation. The narrative shall identify any potential issues concerning historic preservation that will need to be addressed during project implementation. The narrative shall identify any historic and cultural resources that may be impacted by the project and provide a brief description of the anticipated impact.

### **h) Ability to administer the project and grant**

The narrative shall demonstrate the local governing body's capacity to administer the grant as the fiscal agent. The local governing body shall demonstrate that it possesses the needed physical,

personnel and fiscal resources to meet the programmatic and reporting requirements of the project and grant agreement. The offeror shall provide evidence of past successful grant management experience.

The narrative shall also demonstrate the local MainStreet organization's and/or ACD Steering Committee's capacity and commitment to work cooperatively with the local governing body to manage and implement the project. The local MainStreet organization and/or ACD Steering Committee shall provide evidence of past successful project management experience.

### **i) Operating budget**

The narrative shall demonstrate a sufficient organizational operating budget for the local MainStreet organization and/or ACD Steering Committee's member organizations that clearly identifies sufficient operating funds to cover costs associated with coordinating project activities and meeting administrative and reporting requirements of the project and grant.

### **j) Committed and active board involvement in the project**

The narrative shall demonstrate the extent of involvement in the planning of this project by the local MainStreet organization's and/or ACD Steering Committee's board of directors, committee members and key volunteers. The narrative shall also show the extent of involvement of partner organizations and community members.

### **k) Local community commitment**

The proposal shall demonstrate strong involvement in and commitment to the project on the part of civic leaders, government leaders, community residents, and economic development organizations. Evidence of such may include letters of support or any other documentation of local commitment to project activities.

### **l) Relationship between the proposed activity and local MainStreet/Arts Council work plan**

The narrative shall demonstrate how the project activity reflects the local MainStreet organization's and/or ACD Steering Committee's work plan and is the logical next step in achieving MainStreet and/or Arts and Cultural District goals.

**m) Relationship between proposed activity and locally adopted planning documents**

The narrative shall demonstrate how the activity relates to the locally adopted downtown Master Plan or MRA Plan and the downtown component of the municipality's or county's Comprehensive Plan.

**n) ICIP listing**

The proposal shall show evidence that the project is listed in the 2010-2014 Infrastructure and Capital Improvement Plan (ICIP) or at a minimum in the 2009 ICIP. Evidence may include photocopies from the latest available ICIP publication showing the listing.

## V. EVALUATION

### *A. Evaluation of Point Factors*

Each proposal will be reviewed and rated against the evaluation criteria below.

<b>Criterion Number</b>	<b>Criterion</b>	<b>Maximum Points (100)</b>
1.	The extent to which the proposal clearly shows the project's activities and measurable objectives.	10
2.	The extent to which the activity timeline is achievable and realistic and will likely result in the desired outcomes.	10
3.	The extent to which the offeror includes a project budget detailing all costs to be covered by the grant and all costs to be covered by the offeror. All costs appear reasonable, justifiable and appropriate.	5
4.	The extent to which the proposal shows adequate cash and in-kind commitments to meet the matching requirement. Proposals with more than the minimum matching requirements will receive higher scores in this criterion. All costs appear reasonable and justifiable.	5
5.	The extent to which the proposed activities will result in sufficiently developed plan(s) and that will likely be adopted locally, or will result in a specific project being moved to the bid review and construction stage.	5
6.	The extent to which the proposal demonstrates and reflects a commitment to an historic preservation ethic. The narrative contains active and effective design management practices that preserve the historic buildings and cultural resources within the project area.	5
7.	The extent to which the proposal demonstrates a capacity to administer the grant and has the needed physical, personnel and fiscal resources to meet the programmatic and report requirements of the project and grant agreement. The narrative shows evidence of past successful grant management experience.	5
8.	The extent to which the proposal shows an adequate operating budget to cover personnel and operating expenses.	5
9.	The extent to which the proposal demonstrates a committed and active board of directors and an active committee structure. There is evidence of active involvement from partners in the community, such as downtown merchants, city council, preservation association, economic development, chamber of commerce and/or from residents.	5
10.	The extent to which the proposal demonstrates strong community commitment from the local government, business community, economic development groups and/or local citizens.	5

<b>Criterion Number</b>	<b>Criterion</b>	<b>Maximum Points (100)</b>
11.	<p>The extent to which the proposed activity directly relates to an established local MainStreet work plan reflective of the Main Street Four-Point Approach™ (summarized in Appendix K). It is clear from the narrative that the proposed planning and design activity directly relates to the local organization’s strategic work plan. The proposed planning and design activity is the next step needed to achieve the MainStreet goals.</p> <p>And/or, the extent to which the proposed activity directly relates to an established local Arts and Cultural District work plan. It is clear from the narrative that the proposed planning and design activity directly relates to the local organization’s strategic work plan. The proposed planning and design activity is the next step needed to achieve the Arts and Cultural District goals.</p>	15
12.	<p>The extent to which the narrative demonstrates a direct link between the proposed activity and municipally adopted Downtown Master Plan or MRA Plan.</p> <p>Or, the proposed activity shows a direct link between the proposed activity and the ultimate goal of a municipally adopted downtown Master Plan or MRA Plan.</p>	10
13.	The extent to which the proposed activities address projects listed in the 2010 Infrastructure Capital Improvement Plan, or at a minimum, is included in the 2009 plan.	5
14.	The extent to which the offeror’s presentation is clear and convincing, and the extent to which the presenters responded to and clarify questions and/or issues raised by the committee.	10

## ***B. Evaluation Process***

The following outlines the evaluation process:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated in this RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information in its evaluation as specified in Section II, Paragraph C.18. However, a serious deficiency in the response to any one item may be grounds for rejection regardless of the overall score.
4. Responsive proposals will be evaluated using the criteria in Section V. The offerors

whose proposals score highest will be selected as finalist offerors. Point totals of finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining the best and final offers will be recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to calculate final scores. The responsive offeror whose proposal is most advantageous to the Agency, according to the evaluation factors in Section V, will be recommended for grant award as specified in Section II, Paragraph B. 11.

# APPENDIX A

## ACKNOWLEDGEMENT OF RECEIPT FORM

### Request for Proposals New Mexico MainStreet Appropriation FY 10 RFP: EDD – NMMS – 2010 - 1

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix K. The acknowledgement of receipt should be signed and returned to the Procurement Manager at the address shown below **no later than July 10, 2009**. Only potential offerors who elect to return this completed form with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions, as well as RFP amendments if any are issued.

ORGANIZATION: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Organization **does / does not** intend to respond to this Request for Proposals.  
(circle one)

Ms. Meghan Bayer  
Economic Development Department  
New Mexico MainStreet Program  
Joseph Montoya Building  
1100 St. Francis Drive  
Santa Fe, NM 87505  
Fax: 505-827-0263

# APPENDIX B

## SAMPLE NOTICE OF GRANT SELECTION AND STATEMENT OF INTENT TO PROCEED

### New Mexico MainStreet Appropriation FY 10

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

The Economic Development Department and the New Mexico MainStreet Program hereby notify applicant of the following selected grant:

Name of Municipality or County (fiscal agent): \_\_\_\_\_

Name of partnering local MainStreet project: \_\_\_\_\_

Name of local ACD Steering Committee (if applicable): \_\_\_\_\_

Name of Project: \_\_\_\_\_

Anticipated Amount of Grant: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
Rich Williams  
Deputy Director, Economic Development Division  
Director, New Mexico MainStreet

\_\_\_\_\_  
Date

The undersigned hereby assures and certifies intent to proceed with the project and use grant funds for the intended purpose. The Economic Development Department and New Mexico MainStreet may rely on this representation as they proceed with the issuance of severance tax bonds. The award is not final, and the grantee shall not begin spending any grant money prior to entering into a fully executed grant agreement with the Economic Development Department.

Accepted and Agreed:

\_\_\_\_\_  
MainStreet Organization President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACD Steering Committee Chair (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature on behalf of the Municipality or County

\_\_\_\_\_  
Date

Name and title of municipal/county representative: \_\_\_\_\_

**APPENDIX C**  
**SAMPLE GRANT AGREEMENT TERMS AND CONDITIONS**

Grant No.

STATE OF NEW MEXICO  
ECONOMIC DEVELOPMENT DEPARTMENT  
GRANT AGREEMENT

THIS GRANT AGREEMENT made and entered into between the State of New Mexico Economic Development Department, hereinafter referred to as the "DEPARTMENT," acting through Fred Mondragón, its Cabinet Secretary, hereinafter referred to as the "SECRETARY" and **City of XXX partnering with XXX MainStreet Project or XXX ACD Steering Committee**, hereinafter referred to as the "GRANTEE."

WHEREAS, the authorization for this program derives from HB 154 passed by the New Mexico State Legislature and signed into law by Governor Bill Richardson April 7, 2009 as stated below. Section 15. ECONOMIC DEVELOPMENT DEPARTMENT PROJECT— SEVERANCE TAX BONDS.—

*"Pursuant to the provisions of Section 1 of this act, upon certification by the economic development department that the need exists for the issuance of the bonds, one million dollars (\$1,000,000) is appropriated to the economic development department for mainstreet infrastructure and renovation projects statewide."*

WHEREAS, the Grantee and its partner on this grant, City of XXX and XXX MainStreet Project or XXX ACD Steering Committee declare they are financially and operationally ready to implement the project, {insert name of project}, this grant is intended for; and

WHEREAS, these funds assist state designated MainStreet New Mexico communities and state authorized Arts and Cultural Districts in their efforts to create, revitalize and redevelop historic and traditional town centers, The assistance provided by this grant will result in leveraging private sector reinvestment into the buildings and businesses of "Main Street" resulting in a healthier local economy and quality of life, and long term, sustained success that will improve the community's and the State of New Mexico's overall economic vitality. Thereafter, the DEPARTMENT has allocated {insert dollar amount} of this appropriation be awarded to the Grantee.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**ARTICLE I – SCOPE OF WORK**

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT,

attached hereto as Exhibit A and made a part of this Agreement. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein.

- B. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any funds found to be expended for other purposes shall be repaid to the DEPARTMENT.
- D. The GRANTEE will ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts."

#### ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until accepted and agreed by the DEPARTMENT and the GRANTEE. This Agreement shall terminate on or before March 15, 2012.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

#### ARTICLE III – PROJECT DELIVERABLES

##### A. Progress Reports

In order that the DEPARTMENT may adequately evaluate the progress of the Grant Agreement, the GRANTEE shall be required to provide a report to the DEPARTMENT every May 30 and November 30. The report shall contain a description of accomplishments to date, the methods and procedures used, a statement of the impact of the project, a detailed budget breakdown of expenditures to date, a description of any problems or delays encountered, and such other information as may be of assistance to the DEPARTMENT in its evaluation.

#### ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

A In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed {insert dollar amount} **for the total project.** The GRANTEE shall be responsible for payment of all New Mexico Gross Receipts Taxes and can not bill the DEPARTMENT for these taxes.

The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.

Reimbursement for work completed must be invoiced to the DEPARTMENT by completing a Payment Request Form, attached as Exhibit B and made a part hereof, along with proof of expenditures including notarized certification from an authorized signature that the expenditures are valid or actual receipts, dated invoices and cancelled checks. The following documentation shall be provided by the GRANTEE to the DEPARTMENT to support each Payment Request.

1. One Payment Request Form, attached as Exhibit B.
2. Proof of Payment – this requires a notarized certification from an authorized signature that expenditures are valid or actual receipts; dated invoices and receipts; and copies of both sides of cancelled checks. See Exhibit B.
3. One Grantee Match Detail Form, attached as Exhibit C and made a part hereof.
4. For the Final Payment Request only, a Final Report must be included with the Payment Request, attached as Exhibit D and made a part hereof.

Payment Requests must be submitted according to the following schedule:

Reporting Period	Description of Reporting Period	Due Date for Payment Request Form (must be received at the DEPARTMENT by this date)
Period 1: 3/15/10 - 6/30/10	Payment Requests for all expenses which have cleared the organization's financial institution between March 15, 2010 and June 30, 2010	July 10, 2010
Period 2: 7/1/10 - 9/30/10	Payment Requests for all expenses which have cleared the organization's financial institution between July 1, 2010 and September 30, 2010	October 15, 2010
Period 3: 10/1/10 - 12/31/10	Payment Requests for all expenses which have cleared the organization's financial institution between October 1, 2010 and December 31, 2010	January 15, 2011
Period 4: 1/1/11 - 3/31/11	Payment Requests for all expenses which have cleared the organization's financial institution between January 1, 2011 and March 31, 2011	April 15, 2011
Period 5: 4/1/11 - 6/30/11	Payment Requests for all expenses which have cleared the organization's financial institution between April 1, 2011 and June 30, 2011	July 10, 2011

Reporting Period	Description of Reporting Period	Due Date for Payment Request Form (must be received at the DEPARTMENT by this date)
Period 6: 7/1/11 - 9/30/11	Payment Requests for all expenses which have cleared the organization's financial institution between July 1, 2011 and September 30, 2011	October 15, 2011
Period 7: 10/1/11 - 12/31/11	Payment Requests for all expenses which have cleared the organization's financial institution between October 1, 2011 and December 31, 2011	January 15, 2012
Period 8: 1/1/12 - 3/15/12	Payment Requests for all expenses which have cleared the organization's financial institution between January 1, 2012 and March 15, 2010	March 30, 2012

Payment Requests must be received at the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Payment Requests received after such date WILL NOT BE PAID.**

- B. All expenditures shall be included in the GRANTEE'S annual audit for each fiscal year in which funds are expended. Such audit may include an on-site visit by the DEPARTMENT to survey progress on the awarded project. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, and said unexpended funds shall revert to the DEPARTMENT for disposition.

#### ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or to terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

#### ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It possesses legal authority to accept funds and execute this Grant Agreement;

- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- C. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- D. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- E. This Grant Agreement will be conducted and administered in conformity with the regulations, policies and uniform administrative requirements and standards of OMB Circular Nos. A-102 and attachments; A-87, "Principals of Determining Costs Applicable to Grants and Contracts with State, Local Governments"; A-133 "Audits of State and Local Governments", and with the "Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments" as may apply under 24 CFR Part 85 to the acceptance and use of this stately assisted program.
- F. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- G. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- H. It will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- I. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and

disclose accordingly.

- J. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- K. It will finance its share (if any) of the costs of the project, including all project overruns.

#### ARTICLE VII – COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the “GRANTEE.”

#### ARTICLE VIII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

#### ARTICLE IX – SPECIAL TERMS AND CONDITIONS

- A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of and reporting for the approved project.

Name:

Title:

Name of Organization:

Mailing Address:

Telephone:

Email:

#### ARTICLE X – OTHER SPECIAL TERMS AND CONDITIONS

- A. Funds must be used for which they were allocated. Unused funds shall revert to the DEPARTMENT.
- B. The GRANTEE agrees to provide matching funds consisting of in-kind services or one dollar (\$1.00) in match for every ten dollars (\$10.00).
  - a. The GRANTEE match may be in the form of cash from any federal, or

private funding source, or it may be in the form of an in-kind contribution by the GRANTEE or any partner of the Town in the project.

- b. An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following:
  - (i) MainStreet Manager's time dedicated to coordinating project activities;
  - (ii) value of the time and cost associated with a town assigning a town planner or designer to project activities
  - (iii) items of cost borne by the Town or one of the Town's partners involved in the project
  - (iv) the cost of publicizing notices of meetings and events.
  
- C. Expenditures for any purpose must be approved by DEPARTMENT in advance, in writing.
  
- D. The GRANTEE shall meet the standards below:
  - i) Lighting must meet the "Dark Skies" law's goals and standards that are spelled out in the NM Heritage Preservation Alliance's "Consumer Guide to Night Sky Friendly Lighting."
  - ii) Landscaping must conform to drought-tolerant planting standards that are spelled out in the Office of the State Engineer's "A Water Conservation Guide for Commercial, Institutional and Industrial Users."
  
- E. Ineligible activities include:
  - Administrative costs –Funds cannot be used to pay for administrative costs, although the match may include such costs;
  - Planning design and construction activities not related to a specific physical improvement project within the MainStreet District boundary;
  - Parking lots the only purpose of which is to park cars, and parking structures
  - Demolition of historic or cultural properties which removal, alteration or adaptive reuse would be deemed to be of significant negative impact by the Historic Preservation Division of the Department of Cultural Affairs or if such historic or cultural property is listed on the State and or National Registries of Historic and Cultural Properties;
  - Cash Transfers – Contract or distribution funds will not be transferred by the awardee to any other fund in the fiscal agent's budget. Funds must be accounted for by a separate MainStreet Project Fund established for this contract;
  - Planning activities (other than planning activities shown in Section I.C.2 above) that are not related to a specific physical improvement project;
  - Marketing and promotion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:  
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
DEPARTMENT Cabinet Secretary / Designee

ACCEPTED AND AGREED:  
City of XXX partnering with XXX MainStreet Project or XXX Arts Council

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
(insert name of person signing here)  
TITLE: \_\_\_\_\_

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
(insert name of person signing here)  
TITLE: \_\_\_\_\_

ACCEPTED AND AGREED:  
MAINSTREET or ACD STEERING COMMITTEE PRESIDENT'S SIGNATURE

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
(insert name of person signing here)

DEPARTMENT OF TAXATION AND REVENUE  
The GRANTEE is exempt from payment of New Mexico Gross Receipts Taxes.  
CRS # \_\_\_\_\_, City of XXX

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

ACCEPTED AND AGREED:  
ECONOMIC DEVELOPMENT DEPARTMENT  
LEGAL COUNSEL- Certifying legal sufficiency

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

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee:

Agreement No.:

Amount: \$ (Project budget attached)

For {insert name of project}

EXHIBIT "B"

New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2010

(EDD use only)
Request # \_\_\_\_\_



Payment Request Form (To Be Used for FY2010 Grants Only)

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

Grant Number: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Date of Request: \_\_\_\_\_

I. Grantee Information

- A. Grantee
B. Payee (entity that the check should be made out to)
C. Payee Mailing Address (must be official address on file with DFA)
D. Contact Person Regarding this Form
E. Telephone
F. Email

II. Payment Computation

- Check One: [ ] Partial Payment [ ] Final Payment (due by 4/30/12)
A. Total Grant Amount
B. Grant Funds Received to Date
C. Total Grantee Match to Date
D. Total Invoice Amount For This Payment Request
E. Total Invoice Amount Excluding Taxes
F. Total Amount Requested For This Payment
G. Grantee Match For This Payment
H. Grant Balance

III. Attachments

Attachments REQUIRED with submittal for reimbursement\*: \*(Must be submitted in this order)

- A. Proof of when services were entered into and completed or when purchases were made (dated invoice from contractor or consultant, dated receipt, etc.). All services and purchases must correspond with the detailed budget, Exhibit A of your executed Grant Agreement.
B. Proof of Payment (copies of both sides of cancelled checks).
C. Grantee Match Detail Form.
D. Final Report, if applicable. (Only attach if requesting Final Payment.)

IV. Certification

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts. Grantee's match in the form of cash expenditures and in-kind contributions are properly documented, and are valid expenditures or contributions or actual receipts.

Grantee Fiscal Officer, print name Date
/s/
Date:
SWORN TO AND SUBSCRIBED
before me on this day
of , 200
Notary Public
My Commission expires

Grantee Representative, print name Date
/s/
Date:
SWORN TO AND SUBSCRIBED
before me on this day
of , 200
Notary Public
My Commission expires

(EDD/NMMS Use Only)

Meghan Bayer, Grant Monitor DATE

Rich Williams, NM MainStreet Director DATE

EXHIBIT "C"



New Mexico Economic Development Department (EDD)  
New Mexico MainStreet Capital Outlay Grant FY2008

**Grantee Match Detail Form** (To Be Used for FY2010 Grants Only)

You are required to provide matching funds of one dollar (\$1.00) in match for every ten dollars (\$10.00), or 10% of your total grant award.

The Grantee's match may be in the form of cash or in-kind contributions by the Grantee or any of the Grantee's partners specifically identified on the Grant Agreement.

An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following:

- MainStreet Manager's time dedicated to coordinating project activities;
- Value of the time and cost associated with a town assigning a town planner or designer to project activities;
- Items of cost borne by the Town or one of the Town's partners involved in the project;
- The cost of publicizing notices of meetings and events.

To Be Completed by the Grantee and Submitted with Each Payment Request Form

*This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.*

**I. Grantee Information**

Grant Number \_\_\_\_\_ Reporting Period \_\_\_\_\_

Grantee \_\_\_\_\_

Title of Project \_\_\_\_\_

Total Grant Amount \_\_\_\_\_

Total Amount Requested For This Payment \_\_\_\_\_

**II. Grantee Match**

Grantee Match for this Payment (must equal at least 10% of Amount Requested for this Payment) \_\_\_\_\_

Breakdown of Grantee Match:  Cash Match (specify dollar amount) \_\_\_\_\_

In-Kind Match (specify dollar amount) \_\_\_\_\_

Total \_\_\_\_\_

**III. Explanation of Grantee Match**

Provide Detailed Explanation of Grantee Match for this Payment.

Example:

Item #	Description	Dollar Amount
1	Cash	\$10,000
2	In-Kind, MainStreet Manager's time; 30 hours at \$20.00/hour	\$600
<b>Total Match by Grantee for this Payment</b>		<b>\$10,600</b>

To be filled out by Grantee:

Item #	Description	Dollar Amount
1		
2		
3		
4		
<b>Total Match by Grantee for this Payment</b>		<b>\$</b>



EXHIBIT "D"

New Mexico Economic Development Department (EDD)  
New Mexico MainStreet Capital Outlay Grant FY2008

**Final Report** (To Be Used for FY2008 Grants Only)

To be completed by Grant Supervisor (as identified in your executed Grant Agreement) and submitted with the Final Payment Request Form

*This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.*

**I. Grantee Information**

Grant Number \_\_\_\_\_

Date of Final Report \_\_\_\_\_

Grantee \_\_\_\_\_

Title of Project \_\_\_\_\_

Total Grant Amount \_\_\_\_\_

**II. Please provide a detailed report on the project referenced above. Include the following information:**

- Description of accomplishments to date,
- Methods and procedures used,
- Statement of the impact of the project,
- Detailed budget breakdown of expenditures,
- Description of any problems or delays encountered, and
- Any other information that may be of assistance to the Economic Development Department in its evaluation of your project.

I hereby certify that the aforementioned 2008 New Mexico MainStreet Capital Outlay Project has been completed and funds were expended in accordance with the Project Description and Budget (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grant Supervisor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX D**

### **STATEMENT OF ASSURANCES**

The offeror hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the MainStreet Capital Outlay Fund:

1. The offeror has the responsibility and legal authority to receive and expend funds as described in the project description, as well as to finance its share of costs of the project, including all project overruns.
2. Compliance with the State Procurement Code and submission of all related procurement documents to the New Mexico MainStreet Program for administrative review and approval, prior to execution including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; grant agreement selection and award criteria. All project-related services and activities performed through a service provider must be implemented through professional services contracts. Any project related contract, subcontract, or agreement and related amendments, providing services to the contractor must be submitted for administrative review by the NMMS prior to execution.
3. Adherence to all financial and accounting requirements of EDD.
4. Compliance with the requirement to not expend any grant funds awarded pursuant to a successful proposal to this RFP prior to a fully executed grant agreement.
5. Compliance with the requirement to not budget or expend any of the grant funds awarded pursuant to a successful proposal to this RFP on administrative costs.
6. Compliance with all required reports, including but not limited to, annual reports due on November 30 and May 30 of each year; and the final report due at the end of the project.
7. Any under run amount for the project must be returned to NMMS. Failure to remit an under run to the NMMS will cause suspension of future distribution until the remittance is made.
8. Compliance with all applicable conditions and requirements prescribed by NMMS in relation to receipt/accountability of state funds.
9. The offeror will follow the scope of work for the project, as negotiated with the NMMS. The offeror will submit any proposed modifications/amendments to this proposal to NMMS for its written approval, prior to execution of changes to project.

10. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the program, or its designee or agents, no voting member of the local MainStreet governing body of the locality in which the project is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the project during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the project. The grant agreement shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
11. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the NMMS shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of the grant agreement and the administrative guidelines.
12. The offeror will provide access to authorized State official and representatives of all books, accounts, records, report, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
13. If awarded, the offeror will secure a binding obligation to a third party to expend at least five percent of the grant award by June 1, 2010.
14. If awarded, the offeror will ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts."
15. The offeror will complete all work on the project and expend all grant funds no later than March 15, 2012.

Accepted and Agreed:

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MainStreet Organization President	Signature	Date
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ACD Steering Committee Chair (if applicable)	Signature	Date
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Fiscal Agent (Insert Name of Municipality or County): \_\_\_\_\_

---

Signature on behalf of the Municipality or County	Date
---	------

Name and Title: \_\_\_\_\_

## **APPENDIX E**

### **STATEMENT OF MAINSTREET PROJECT ELIGIBILITY**

The local MainStreet Project must certify that it meets the eligibility requirements in Section I, Paragraph C.1.

**Required only for applicants that are State Certified or Start-up MainStreet Projects.**

**Name of MainStreet Project:** \_\_\_\_\_

**Please check the category under which you are applying:**

- Local New Mexico MainStreet projects affiliated with NMMS as “State Certified” MainStreet projects with a municipally adopted downtown Master Plan or downtown Metropolitan Redevelopment Area Plan (MRA) may apply for design, planning and construction funds.
- Those State Certified MainStreet projects without a municipally adopted downtown Master Plan or MRA Plan but which have begun a planning process to complete a downtown Master Plan or MRA plan may apply for design and planning funds for a specific project but are not eligible for construction funds. To be eligible under this category, State Certified MainStreet projects must have already signed a contract with a planning consultant to complete the downtown Master Plan or MRA Plan and must demonstrate that they are moving forward with the planning process.
- Those State Certified MainStreet projects without a municipally adopted downtown Master Plan or MRA Plan and without a signed contract with a consultant to complete a downtown Master Plan or MRA Plan are only eligible to apply for funding to complete a downtown Master Plan or MRA Plan.
- “Start-up” MainStreet projects in their second or third year of affiliation with NMMS/EDD that have an IRS 501(c)3 status and that employ a paid MainStreet Manager are only eligible to apply for planning funds to complete a municipally adopted downtown Master Plan or MRA Plan for redevelopment and revitalization of the MainStreet District. If a Start-up MainStreet project already has a municipally adopted downtown Master Plan or MRA Plan current to within the last five years, then they may apply for design and planning funds for a specific project but are not eligible for construction funds.
- Those Start-up MainStreet projects without a municipally adopted downtown Master Plan or MRA Plan but which have begun a planning process to complete a downtown Master Plan or MRA plan may apply for design and planning funds for a specific project but are not eligible for construction funds. To be eligible under this category, Start-up MainStreet projects must have already signed a contract with a planning consultant to complete the downtown Master Plan or MRA Plan and must demonstrate that they are moving forward with the planning process.

**Please answer the following questions.**

- 1) Has your MainStreet organization, in partnership with your municipality or county, reverted substantial portions (10% or more) of previous NMMS grants and Special Appropriations or NMMS Capital Outlay funding within the past five (5) fiscal years (FY2005 – FY2009)?

Yes / No (circle one)

*(If you answered yes, your organization is not eligible to apply for this MainStreet Appropriation.)*

- 2) Does your MainStreet organization have more than 80% unspent MainStreet Capital Outlay funding from fiscal years 2006 or 2007 as of the proposal deadline on August 20, 2009 at 2:00 pm local time?

Yes / No (circle one)

*(If you answered yes, your organization is not eligible to apply for this MainStreet Appropriation.)*

- 3) Specify who attended the mandatory pre-application workshop on behalf of your MainStreet organization:

\_\_\_\_\_

- 4) Is your MainStreet organization in good standing as identified by NMMS’s “Good Standing Standards”? (See Appendix G)

Yes / No (circle one)

*(If you answered no, your organization is not eligible to apply for this MainStreet Appropriation.)*

- 5) Does your MainStreet organization have a fully-executed MOU affiliating the local MainStreet project and its municipality or county with NMMS and EDD on file in the NMMS office? At a minimum, the MOU must be current through summer 2009.

Yes / No (circle one)

*(If you answered no, your organization is not eligible to apply for this MainStreet Appropriation.)*

- 6) Specify which of the following NMMS Quarterly meetings your MainStreet manager has attended:

	Attended by:
July 2008, Raton	<input type="checkbox"/> MainStreet manager <input type="checkbox"/> Approved substitute
Fall 2008, Los Alamos	<input type="checkbox"/> MainStreet manager <input type="checkbox"/> Approved substitute
January 2009, Santa Fe	<input type="checkbox"/> MainStreet manager <input type="checkbox"/> Approved substitute
March 2009, Chicago (national conference)	<input type="checkbox"/> MainStreet manager <input type="checkbox"/> Approved substitute
July 2009, Las Cruces	<input type="checkbox"/> MainStreet manager <input type="checkbox"/> Approved substitute

7) Does your MainStreet organization have paid staff available to oversee the proposed project in partnership with the municipality or county?

Yes / No (circle one)

*(If you answered no, your organization is not eligible to apply for this MainStreet Appropriation.)*

8) Has your MainStreet organization filed all required quarterly financial reports and statistics with NMMS/EDD between July 2008 and July 2009?

Yes / No (circle one)

*(If you answered no, your organization is not eligible to apply for this MainStreet Appropriation.)*

Certified by:

---

MainStreet Board President

Signature

Date

# APPENDIX F

## STATEMENT OF ARTS AND CULTURAL DISTRICT ELIGIBILITY

The local ACD Steering Committee must certify that it meets the eligibility requirements found in Section I, Paragraph C.1.

**Required only for ACD applicants that are not State Certified or Start-up MainStreet Projects.**

Name of Arts and Cultural District: \_\_\_\_\_

Name of fiscal agent: \_\_\_\_\_

**Please answer the following questions.**

- 1) Specify who attended the mandatory pre-application workshop on behalf of your ACD Steering Committee:

\_\_\_\_\_

- 2) Does your ACD Steering Committee or one of its member organizations have paid staff available to oversee the proposed project in partnership with the municipality or county?

Yes / No (circle one)

*(If you answered no, your organization is not eligible to apply for this MainStreet Appropriation.)*

Certified by:

---

ACD Steering Committee Chair

Signature

Date

## **APPENDIX G**

### **NMMS GOOD STANDING STANDARDS**

A local MainStreet organization in “good standing” with the New Mexico MainStreet Program (NMMS) of the Economic Development Department demonstrates the following organizational practices.

1. Is in good standing with the New Mexico Public Regulation Commission and current on its registration and reporting to the New Mexico Attorney General’s Office, and its reporting to the United States Internal Revenue Service if the organization is a non-profit corporation;
2. Has a written annual action plan (or “work plan”) adopted by the board of directors and reflecting projects and activities implemented by MainStreet’s committees in each of the four points of the *Main Street Four Point Approach™*;
3. Has an annual operating budget that reflects the funding needs of the organization’s projects and activities;
4. Has, at minimum, professional managerial staff paid for not less than 25 hours per week and at a wage comparable to other community economic development professionals in the region;
5. Its MainStreet manager attends *all four* NMMS Quarterly Meetings, including the National Main Streets Conference, and is reimbursed for such training by the board.
6. Upon hiring a new MainStreet manager, its manager completes NMMS Manager Orientation, all four segments of the Main Street Basic Training provided by NMMS;
7. Its president (or chairperson) attends, at minimum, one NMMS Quarterly Training per year, preferably the annual meeting;
8. Files the required quarterly NMMS progress reports with the Economic Development Department;
9. Contributes stories and photos to the NMMS Annual Report and to the NMMS annual newsletter; and
10. Submits from its committees nominations for the NMMS awards program.

Benefits for local New Mexico MainStreet organizations in “good standing” with the New Mexico MainStreet Program are as follows:

- A. Continued participation, affiliation, and recognition as an officially-recognized and designated Emerging, Start-Up, or Certified, , Emerging local MainStreet organization affiliated with New Mexico MainStreet ;
- B. NMMS payment of annual National Main Street Network dues (required annually of local organizations);
- C. As funding is available, NMMS payment of one base registration fee for the local MainStreet manager to attend the annual National Main Streets Conference;
- D. As funding is available, eligibility to apply for the state’s MainStreet Capital Outlay Fund and/or Special Appropriations;
- E. As funding is available, access to the MainStreet Revolving Loan Fund;

- F. As funding is available, eligibility for NMMS special services and technical assistance (i.e. BBER, DPAC, Arts and Cultural District “Authorization,” etc.); and
- G. As funding is available, eligibility for scholarships and/or other financial support from the Friends of New Mexico MainStreet.

Local New Mexico MainStreet organizations not in “good standing” with NMMS for more than a year will be evaluated for their commitment to doing downtown revitalization through the *Main Street Four-Point Approach™* and may be assigned probationary status to address deficiencies in the local organization. (See the biennial NMMS Memorandum of Understanding regarding probationary status). Additionally, local organizations not in good standing with NMMS for more than one year may be requested by the National Trust Main Street Center to cease using the trademarked “Main Street” name in their operations.

Only New Mexico MainStreet local organizations in good standing will be considered by NMMS for annual accreditation as a National Main Street Program by the National Trust Main Street Center.

NMMS rvsd 01-09

# APPENDIX H

## SAMPLE PROJECT QUESTIONNAIRE

See Section II, Paragraph B.13 for explanation. Awardees will need to fill out a project questionnaire for the Board of Finance before severance tax bonds will be issued to fund their project.

I. OWNERSHIP, OPERATION, AND USE OF AUTHORIZED PROJECT. The constitution of New Mexico has two provisions that prohibit the State from making any donation or appropriation to any person, association, or corporation (including nonprofit corporations, even for charitable, educational or other purposes) not under the absolute control of the state.

In addition, federal law governing certain of the State's bonds limits the amount of private activity that can take place in bond-financed projects.

***With these rules in mind, answer the following questions:***

1. Use: How will these particular bond proceeds be used for the project?
  
2. Ownership: Who will own the property or equipment to be funded by this project?
  
3. Operation: Who will operate or use the property or equipment to be funded by this project? **If there is a lease or operating agreement, please attach a copy of that agreement. If there is a §501c(3) organization involved, please identify and explain its role in project.**
  
4. Will the general public have access to and use of this project, or does the project fulfill a governmental function for the benefit of the general public? (check one)  
 Yes       No

II. OTHER FUNDING SOURCES.

1. Are other funding sources required for the project? (check one)  
 Yes       No      ***If yes***, please specifically describe the sources and availability of the necessary funds.

2. Has this project, or any portion of it, been included in any prior severance tax bond issues? (check one)
- Yes       No      ***If yes***, what is the amount, if any, of unspent bond proceeds as of May 1, 2009? Explain expected time frame for expenditure.
3. Considering other available funding sources, is the amount of this bond funding sufficient to complete the project or a well-defined phase of the project? (check one)
- Yes       No      ***If no***, would you consider waiting until one of the next Board bond sales (expected in December 2009 and June 2010) to certify the need for this funding? (check one)
- Yes       No

III. PROJECT READINESS AND SPEND-DOWN OF BOND PROCEEDS. Before answering the following questions about project readiness and spend-down of bond proceeds, please note that if not included in this sale, your project may be eligible to be included in one of the next sales. The authorization is in place for two years. For instance, if your project was authorized in 2009, the certification date would be end of fiscal year 2011; and if your project was authorized in 2008, the certification date would be the end of fiscal year 2010 (unless a different certification deadline is outlined in the appropriating language). It is important that you have a high degree of confidence on the readiness of the project.

1. When will you begin the project or purchase the equipment?
2. By January 21, 2010, will you be able to enter into one or more contracts with vendors to spend at least 5% of the bond proceeds for the project and, thereafter, will work on the project proceed diligently to completion? (check one)
- Yes       No
3. Will at least 85% of the bond proceeds requested for the project be used by July 21, 2012? (check one)
- Yes       No

IV. CONTINGENCIES.

1. If there are contingencies stated in your project appropriation, please state how and the date when each contingency is expected to be satisfied. ***If no contingencies***, answer None.
2. Are there any other contingencies that need to be addressed for the project to proceed? (check one)
- Yes       No      ***If yes***, please explain.

V. REIMBURSED ADVANCES AND REPAYMENT OF PREVIOUSLY INCURRED DEBT.

Do you intend to use the bond proceeds to reimburse for moneys already spent on the project? (check one)

Yes  No ***If yes,*** please describe the expenses to be reimbursed and when incurred.

VI. ACKNOWLEDGMENT OF SEVERANCE TAX BOND RESTRICTIONS. **Please read Exhibit A (attached).** This brings to your attention requirements included in the legislation relating to (a) reversion provisions and (b) the prohibition (with one exception for projects funded from the capital program fund) on the use of these proceeds to pay indirect costs.

**TO ACKNOWLEDGE YOUR RECOGNITION OF THESE RESTRICTIONS, CHECK HERE**  
 **IF THIS BOX IS NOT CHECKED, THE 2009 BONDS WILL NOT BE SOLD FOR THIS PROJECT.**

By \_\_\_\_\_ (Signature)\*  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Printed Name)  
\_\_\_\_\_ (Telephone Number)

\* Must be signed by authorized officer who has knowledge of the representations contained in this Questionnaire.

EXHIBIT A

SEVERANCE TAX BOND RESTRICTIONS

**The unexpended balance from the proceeds of severance tax bonds issued for a project shall revert to the severance tax bonding fund no later than the following dates:**

(1) for projects for which severance tax bonds were issued to match federal grants, six (6) months after completion of the project;

(2) for projects for which severance tax bonds were issued to purchase vehicles, including emergency vehicles or other vehicles that require special equipment; heavy equipment; educational technology; or other equipment or furniture that is not related to a more inclusive construction or renovation project, at the end of the fiscal year two (2) years following the fiscal year in which the severance tax bonds were issued for the purchase (with respect to projects financed with the publicly-sold 2009 Bonds, this reversion date is June 30, 2012; and with respect to projects financed with a taxable note issued in June 2009, this reversion date is June 30, 2011); and

(3) for any other projects for which severance tax bonds were issued, within six (6) months of completion of the project, but no later than the end of fiscal year 2013.

All remaining balances from the proceeds of severance tax bonds issued for projects shall revert to the severance tax bonding fund three (3) months after the latest reversion date specified above for that type of project.

**Except for appropriations to the capital program fund, money from severance tax bond proceeds shall not be used to pay indirect project costs.**

**“Unexpended balance” means the remainder of an appropriation after reserving for unpaid costs and expenses covered by binding written obligations to third parties.**

**NOTE: After the time frames outlined above, the unexpended balance of the proceeds of the severance tax bonds for your project shall automatically revert to the severance tax bonding fund without any further notification to you. If you believe that as of the reversion date there are unpaid costs and expenses covered by binding written obligations to third parties, you must notify the State Board of Finance no later than ten (10) days after the scheduled reversion date. You will have only three (3) months to pay those unpaid third-party costs and expenses.**

After bonds are issued for your project, you may refer to the State Board of Finance Capital Projects Search for reversion date information at <http://bof.sks.com/cps/Default.aspx>.

# APPENDIX I

## COMPONENTS OF A DOWNTOWN MASTER PLAN, SECTOR PLAN or METROPOLITAN REDEVELOPMENT AREA (MRA) PLAN

A Downtown Master Plan defines a community's vision for downtown and identifies priority catalytic projects to revitalize the downtown area, determined through a dynamic community participation process. Also called a downtown revitalization plan, a Metropolitan Redevelopment Area plan, or a downtown strategic plan, the master plan examines existing conditions and assets, analysis of the downtown market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and funding sources for downtown's future physical improvements, economic uses, and regulations. When adopted by the town council, the master plan becomes a living document that guides downtown revitalization for several years.

### Scope of Planning Services to be Performed

The following tasks are identified as the scope of work that the planning consultant team will be requested to perform in preparing the Downtown Master Plan. This scope of work should be adjusted and modified to meet the needs and unique opportunities of the MainStreet community.

#### **A. Existing Conditions/Asset Inventory**

An inventory and mapping of existing conditions will be performed that will include but not be limited to existing land use, zoning, public land ownership, transportation networks and traffic volumes. An asset inventory will also be completed determining the significant cultural and historic features and buildings, opportunity sites for redevelopment, and major regional attractions.

Prepare an overview of the history and settlement of the community and identify key historical or cultural events or populations that can serve as contributing to a place-based identity for the downtown.

A map of Opportunity sites and potential revitalization projects will be developed for the downtown area summarizing the results of the inventory.

#### **B. Market Analysis**

Market research will be conducted that will include the following information:

- Overview of existing downtown, municipal and regional commercial and housing market conditions
- Overview of demographics of city and regional markets including skill base, education and disposable income
- Recent history of downtown services and retail including types of businesses, numbers in each area, turnover rates
- Competitive related markets and nodes in same segments
- Trends driving the current market
- Regional influences impacting downtown

- Potential opportunities in repositioning the downtown market including underserved markets
- Assess where there may be gaps that could be filled by new businesses and what types of skills residents may have to contribute.
- Interviews with commercial realtors will be conducted to identify residential and business types that are under-supplied in downtown.
- Determination of the types of housing projects (ownership vs. rental, single family vs. multifamily, size of units) will be made that best meet the market needs for the area.
- Assess the feasibility for uses such as retail, office, housing, hotel and cultural (such as museums, arts and entertainment) uses.
- Economic positioning of downtown in relation to the development of the entire community including business recruitment and retention;
- Tourism, including the positioning of downtown as an arts and cultural district.

**C. Downtown Vision and Master Plan**

Through the community participation process, create a vision for downtown that reflects its historical context and present opportunities and assets which serve as an aspiration for the community’s future. This process may also result in the preparation of a Metropolitan Redevelopment Area (MRA) Plan as per NM Redevelopment Code statutes.

Develop a Downtown Master Plan for the area that:

- Allocates new and future land uses and revitalization projects in the downtown based on the community input and market study that will create a sustainable downtown based on the *MainStreet 4 Point Approach*. A sustainable downtown is more than “green buildings”; it encompasses the adaptive reuse of existing buildings, conserves energy, water and cultural resources, reduces greenhouse gas emissions, promotes economic development and vitality, and celebrates the cultures and traditions of the community.
- Integrates the preservation and conservation of existing historic buildings and cultural properties into the planning and design of downtown projects and identify the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts.
- Evaluates transportation/transit, traffic, and pedestrian issues related to the proposed improvements in the area creating a walkable pedestrian-friendly environment through pedestrian enhancements and traffic calming measures.
- Determines vacant, underutilized and/or available land and buildings within the Plan Area that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land.
- Review the City Zoning Code and recommend changes to the Code that will provide incentives and foster implementation of the plan.

- Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment into the downtown.

Develop Downtown Livability/Design guidelines that consider the following character-defining elements:

- Gateways and Entries
- Plazas, Parks and Public Spaces
- Streets, Historic Roads and Scenic Byways, Pathways and Connections
- Public Art
- Street Furniture, Pedestrian Amenities
- Building Setback/Massing/Scale
- Building Height
- State and/or National Historic registry status
- Parking and Driveways
- Porches, Portales and Awnings
- Signage
- Materials/Color
- Architectural Features
- Lighting
- Security

**D. Implementation Strategies/Priorities**

A prioritized and phased Implementation Plan will be developed consisting of revitalization projects and strategies that MainStreet and the City can follow for the successful implementation of the Plan and the long term sustainability of the downtown;

**E. Funding Sources**

The consultant will identify funding sources to implement the plan including but not limited to a BID, TIF, TIDD, LEDA and other state and federal sources of funding.

**F. Community Participation Process**

The consultant will prepare the Plan through an intensive community process that will include at a minimum the following steps:

- Conduct regular meetings with a Steering Committee regarding the Master Plan.
- Conduct at least two public workshops that utilize a dynamic planning process, e.g., a charrette, to reach the desired outcome of the Plan;
- Prepare a draft Plan, and present that Plan to the Steering Committee and participants from the public workshop.
- Present the Final Plan to the Steering Committee, participants from the public workshop, and City officials.
- Revise the final Plan as required by MainStreet and the City after review of the final Plan and deliver 25 final hardcopy plans, and all digital text and mapping files in MS Word and ESRI ArcView formats.

**G. Budget**

The funding necessary to complete this scope of work by a planning consultant is estimated to be \$75,000 to \$150,000 and will take approximately nine months to one year to complete.

# APPENDIX J

## COMPONENTS OF AN ARTS AND CULTURAL DISTRICT PLAN

An Arts and Cultural District Plan, also referred to as a cultural plan, is a process designed to identify and build on an ACD's outstanding cultural, natural and heritage assets. A cultural plan creates public consensus around a vision for how culture and creativity can contribute to community and quality of life. The process is designed to engage "voices" of the community to inform issues, balance leadership, help develop strategies, and build broad-based support for the Arts and Cultural District Plan. It will take approximately 9 months to one year to complete, and the estimated minimum budget is \$35,000 for a planning consultant to complete the following scope of work.

### General Cultural Plan Outline

#### I. Introduction

- Overview of Community/Cultural Traditions
- Context – identifies particular study area, districts, demographics, creative constituencies
- Process – describes community planning process and efforts, key personnel, public involvement and outreach

#### II. Vision and Mission Statements

- Articulates the long term evolution of the study area and its cultural development, progress and fulfillment

#### III. Cultural Plan Values/Community Values (optional)

- Describes overarching principles and values to be protected and addressed in the cultural plan. For example: *Inclusiveness, Authenticity, Sustainability*

#### IV. Strategic Plan

- Outlines the major strategies and goals to support the mission/vision statement

#### V. Tactical or Work Plan

- Outlines a schedule of activities, work items, programs, activities and events to support and achieve major strategies/goal. The tactical work plan contains timelines, participants, responsible organizations, budgets (if applicable), and review or update options for the plan.

#### VI. Conclusions/Recommendations

### Appendices

# **APPENDIX K**

## **SUMMARY OF MAINSTREET FOUR POINT APPROACH™**

### **The Main Street Strategy**

#### Main Street Four Point Approach™

The New Mexico MainStreet Program and its participating local Projects use the Main Street Four Point Approach™ as the basis of their downtown revitalization work. This proven economic development strategy is a comprehensive method for successful community revitalization.

#### Organization

Establishing and maintaining a non-profit corporation that works in partnership with the public and private sector to plan and implement a comprehensive downtown revitalization strategy.

#### Economic Positioning

Strengthening and improving downtown's existing economic assets and fulfilling its broadest market potential.

#### Design

Enhancing and improving the physical appearance of downtown by addressing all design elements to create an appealing environment.

#### Promotion

Creating and marketing a positive image of the downtown district and attracting people to socialize, shop at local businesses and restaurants, and enjoy local history and culture.