



CITY OF ROSWELL

PURCHASING DEPARTMENT

425 N RICHARDSON AVE

ROSWELL NM 88201

ARELY PEEK

PURCHASING AGENT

A.PEEK@ROSWELL-NM.GOV

(575) 637-6299

INVITATION TO BID

BID NUMBER:	ITB-26-002
BID NAME:	CUSTOM WELDING & FABRICATION SERVICES
DEPARTMENT:	CITY WIDE
COMMODITY CODE:	NIGP 91457, 91485, 91076
ISSUED DATE:	WEDNESDAY, AUGUST 6, 2025
DUE DATE & TIME:	MONDAY, AUGUST 18, 2025, 2:00 PM

GENERAL NOTICES

Standards

This Invitation to Bid is issued seeking submissions for the commodity or service indicated according to the New Mexico Procurement Code, NMSA 1978, § 13-1-22 to -199. All Bids are subject to the following conditions and all applicable state and local laws.

The Chief Procurement Officer reserves the right to amend and/or cancel the Invitation to Bids prior to the time and date of the Bid opening.

The Chief Procurement Officer reserves the right to correct any Bid awarded erroneously as a result of a clerical error on the part of the City of Roswell.

Notice is hereby given that as the governing body of the City of Roswell, the City Council reserves the right to reject any and all Bids received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best Bid or to reject same or to waive irregularities and technicalities.

Bid

Submissions

Bids will be received in the Office of the Purchasing Agent at City Hall, 425 N. Richardson Ave, Roswell, New Mexico, 88201 until the due date stated herein.

All Bids must be clearly marked on the outside of the box or envelope packaging with the Bid number and opening date. Should a Bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.

These words **must** be written on the EXTERIOR of the Bid packet mailed, or otherwise hand or courier delivered on the **bottom left corner** of the **SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER**. Failure to do will cause the Bid to be rejected by the City of Roswell:

- **SEALED BID**
- **BID NUMBER**
- **OPENING DATE AND TIME**
- **THE BIDDER'S NAME**
- **THE BIDDER'S ADDRESS**

Bids which are mailed, or otherwise hand or courier delivered prior to the point of opening must contain the Information detailed in paragraph 1 above and **must be mailed or**

otherwise hand or courier delivered to:

Delivered to: City of Roswell
Office of Purchasing Agent
Arely Peek
425 North Richardson Ave.
Roswell, NM 88201

Facsimile and electronic Bids are not accepted.

Two complete copies of the Bid, including specifications and any other requested literature, must be submitted with the Bid.

Samples of items, when required, must be furnished, free of expense, prior to the opening of Bids, and, if not destroyed will, upon request of the Bidder, be returned to the Bidder at the Bidder's expense. Copies of any warranties must be included with the Bid and must be for the maximum amount the manufacturer provides, if goods are warrantable.

All Bidders doing business with the City of Roswell must fill out the City of Roswell **VENDOR INFORMATION FORM** and **IRS FORM W-9** in this Bid package. Failure to do so may cause the Bid to be rejected by the City of Roswell.

All Bidders must complete and include as part of their submittal the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** and **CONFLICT OF INTEREST DISCLOSURE FORM** included in this INVITATION TO Bid packet. **Failure to do so can result in rejection of said Bid.**

Bids must be submitted on the Bid schedule attached.

Bids received later than the time and date when specified as due will not be considered.

Amendments to or withdrawals of Bids received after the time and date set for Bid opening will not be considered.

Unless otherwise instructed, alternate Bids shall not be submitted and will not be considered.

All Bids must be valid for a minimum of **120 days** after Bid opening, unless otherwise stated on the Bid Sheet by the individual Bidder or the City of Roswell.

Terms

Any prices pertaining to exceptions must be submitted with the Bid. If the Bidder provides any options other than those requested, these will not be acceptable.

For items of tangible personal property included as part of the Bid, all prices should be stated in units or quantities specified, with packing and delivery charges included. The specifications for the services or items of tangible personal property to be procured.

Time of proposed delivery must be stated in definite terms. If time varies for different items, the Bidder should so state.

Bids must be made out and signed in the corporate or other name of the Bidder and must be fully and properly executed by an authorized person.

Pursuant to NMSA 1978, § 13-1-108, all contracts solicited by competitive sealed Bids for the City of Roswell require that the Bid amount exclude the applicable state gross receipts tax. As the City of Roswell is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax.

All applicable state gross receipts tax charged to the City of Roswell shall be at the current rate at the time of the project to the extent permitted by law and applicable rules and regulations.

Bid Bond: If applicable, pursuant to NMSA 1978 §13-1-146, a Bid security or bond shall be required of Bidders for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount Bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash. See more specific requirements regarding bonding set forth herein below.

State Wage Rates: If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any Bid or Bid on construction or public works projects in excess of \$60,000.00. In addition, all Bidders and Bidders shall comply with federal wage rates on applicable projects.

Opening and Evaluation

Bidders or their representative may be present at the Bid opening.

All interested parties are invited to attend Bid openings of the City of Roswell.

Bids will be opened and disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Invitation to Bid and in the legal notice published in the newspaper.

Each Bid will be evaluated by the Chief Procurement Officer for initial responsiveness and shall have a proper witness present. The Bidder is to provide complete specifications. Acceptable

exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.

The Chief Procurement Officer and the Project Manager or Department Head or proper designee will rule on any point needing clarification.

The apparent low Bidder, meeting specifications, will be determined by the Chief Procurement Officer and the Project Manager or proper designee.

All Bidders are advised to bear in mind that the low bid obtained at the opening of the bids may not be the bid ultimately selected for the award.

Following determination of the low Bidder, the Chief Procurement Officer or Project Manager will recommend to the City Council that the said Bidder be awarded the bid.

Information pertaining to Bids will not be released until the City Council has acted upon them and after the final execution of the contract document.

Award

All Bidders who are engaged in business within the municipal limits of the City shall be licensed to do business by the City of Roswell, New Mexico prior to issuance of a contract pursuant to this Bid.

The City reserves the right to award this project as a Multiple Source Award, if it is in the best interest of the City of Roswell.

Additional Notices

The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.

The City of Roswell reserves the right to reject any and all Bids, to waive any informality in Bids, and unless otherwise specified by the Bidder, to accept any item on the Bid.

Bidder and/or Bidders doing business with the City of Roswell must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.

It is the sole responsibility of any Bidder who requests consideration for Resident Preference or Veteran Business Preference, pursuant to NMSA 1978, § 13-1-22(B)(C), to have obtained a Contractor's Certification from the New Mexico Taxation and Revenue Department and provide a copy of the same to the city prior to the Bid opening. Requests for consideration for Resident Business or Veteran Business Contractor's Preference after Bid opening will not be considered. A

Bidder's request for Resident Preference or Veteran's Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.

Any equipment supplied to the City of Roswell must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Roswell.

Pursuant to NMSA 1978, Section 13-1-172 a Bidder or OFFEROR who believes they have been aggrieved may file a protest in writing with the Chief Procurement Officer within 15 calendar days of the occurrence of the event giving rise to the protest.

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

PART I: DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

Bidder or Vendor or Contractor

A Bidder or Vendor or Contractor shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) which submits a bid for goods, services, or construction under the name that appears on the entity's current business license and which is incorporated or qualified to do business under New Mexico State Laws and who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Roswell, New Mexico.

Chief Procurement Officer ("CPO")

The Purchasing Agent, CPO shall be the Chief Procurement Officer of the city, and shall be responsible for the control of procurement of items of tangible personal property, services, and construction in accordance with the provisions of the Procurement Code, and the city's policies and procedures relating to procurements.

Contract

Contract shall mean an agreement executed by the City and the Bidder for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Invitation to Bid. The documents that will form the contract include this "Invitation to Bid", all attachments hereto, the winning Bidder's "Bid", and the subsequent "Contract Agreement."

Contracting Officer(s)

Contracting Officer(s) shall mean the designated representative(s) of the City with the authority to direct and modify the Contract Agreement with the Bidder.

May

Use of the term “may” with regard to Bidders indicates a permissive or optional term or condition, which will not affect consideration or evaluation of a Bidder’s Bid.

Procurement Manager

The Procurement Manager shall mean the Chief Procurement Officer (CPO) as defined by 13-1-38-1 NMSA 1978, is the person within a state agencies or local public body’s central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction.

Protest

A written protest of an aggrieved Bidder, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only a Bidder who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Chief Procurement Officer.

Shall

Use of the term “shall” with regard to Bidders indicates a mandatory requirement, failure to adhere to which subjects the Bidder to summary rejection.

Should

Use of the term “should” with regard to Bidders indicates a term or condition, fulfillment of which is not mandatory but which shall contribute towards the consideration of the Bidder’s Bid.

Surety

Surety shall mean the party who is bound with and by the Bidder to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

PART II: GUIDELINES AND PROCEDURE

Bid Guidelines

General Bid Requirements

This Bid is issued by the City in accordance with the provisions of Sections 13-1-102 and 13-1-110 NMSA 1978, General Government Administration Procurement Regulations NMAC 1.4.1.14 through 1.4.1.28.

Bidder will submit a Bid for the project indicated in this Bid and Scope of Work/Services to meet the minimum requirements identified. The requirements stated herein do not preclude Bidder from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

Bids shall be mailed or otherwise hand or courier delivered as stated above, provided that no Bid received after the due date listed above shall be considered.

Bids must be submitted in the format outlined in this Bid. Additional information may be submitted in the form of separate bound appendices. Bidders must furnish all information required by the request.

Failure to adhere to any requirement or to meet any deadline set forth in this Bid may result in summary rejection of the Bid by the Chief Procurement Officer.

The city may reject any or all Bids or parts of Bids, waive non-material irregularities in any Bid, negotiate any modifications to a Bid that it deems acceptable, or process the selection of the successful Bid without further discussion, as it deems it in its best interest to do so.

Bidders will fully inform themselves on conditions, requirements, and specifications before submitting their Bid. Failure to do so will be at Bidder's own risk and the Bidder cannot secure relief by plea of error.

The Chief Procurement Officer along with a proper witness will review all submissions and remove any that are non-conforming or non-responsive to the bid. Based on information presented in the Bids, and any supplemental information requested, a finalist whose bid best suits the needs of the City will be selected for City Council approval. The City will then enter into negotiations regarding a Contract and other related agreements.

Bid documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the Bid. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted

in support of Bids will become part of the Contract.

Bids may be modified or withdrawn in writing to be received prior to the closing date and time specified. Bids may be withdrawn in person by an authorized representative of the Bidder or via an email to the Procurement Manager.

All signatures on Bids, amendments, or related correspondence must be by persons who are authorized to contractually bind the Bidder.

All costs incurred in the preparation and submission of Bid will be borne by the Bidder.

The City shall be the sole judge of Bidders' qualifications and reserves the right to verify all information submitted by the Bidders. The Bid selected will be that Bid which is judged to be the most beneficial to the city.

The city may make such investigation as deemed necessary to determine the ability of a Bidder to furnish services, and the Bidder will furnish to the city all information and data for this purpose as the city may request.

The City reserves the right to reject a Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.

City procurement regulations will be used throughout the solicitation, evaluation, and award and administration process for this Bid/contract.

Questions:

Potential Offerors may submit written question to the Chief Procurement Officer:

Procurement Officer:

Arely Peek

CPO: Purchasing Agent

425 N. Richardson Ave.

Roswell, NM 88201

Email: a.peek@roswell-nm.gov

Phone: (575) 637-6299

All questions will be addressed by the Procurement Officer via an Addendum to this Bid. Questions submitted after the deadline provided below in the "Summary of Anticipated Schedule" will not be addressed.

Bid Contents and Format

This section provides a summary of information to be included in fulfilling the requirements of this Bid. Bidder must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages

Bidders must follow the format outlined in this section. Bids shall contain concise written material and illustrations that enable a clear understanding and the capabilities of the Bidder. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any Bid which is unclear in any way.

The Bidder must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Bidder, joint venture, consortium, or individual which the Bidder intends to assign to a key management role in the agreement with the City of or to which the Bidder intends to assign material responsibilities under any such agreement.

Copies

Each Bidder is required to submit Bid documents as follows: two (2) hard copies that includes all information in the format outlined in this Invitation to Bid (Bid). Bids must be received by **Monday, August 18, 2025, 2:00 P.M.** The city will not accept any Bid received after the submittal due date and time.

Sealed Container; Notation

The documents shall be in a sealed package (envelope, box, courier mailer, etc.) with the following information written on the outside, bottom left-hand side of the package as follows:

SEALED BID
ITB-26-002 CUSTOM WELDING & FABRICATION SERVICES
MONDAY, AUGUST 18, 2025, 2:00 P.M.
BIDDER's NAME
BIDDER's ADDRESS

Forms Required

Bidders must include all required forms and attachments, including but not limited to, Certificate of Insurance, Bid Acknowledgement Form, Vendor Information Form, IRS Form W-9, Campaign Contribution Form, Conflict of Interest Form as well as all appropriate bonding materials. Failure to include any required form or provide evidence of required bonding will subject the Bid to rejection.

Licensing Requirements

The successful Bidder must hold a valid New Mexico Contractor's License in good standing, appropriate for the scope of work. The Bidder must also hold a valid City of Roswell Business License prior to beginning work. Proof of licensing must be submitted with the bid or prior to award.

Format and Organization of the Bid Materials

Hard Copies. Bidder shall submit two (2) unbound hard copies. The Bid content shall be submitted on letter size (8 ½" x 11") or tabloid-size (11 x 17") if folded to letter size and typed only on the front of pages.

Title Page with the Bid Number and Name, General Company Information: Bidder's name and address, telephone number, web address, name of contact person and email address.

Table of Contents that includes a clear identification of the written material by section.

Proposed Schedule of Prices, form is included with this Bid document.

Scope of Services Bidder will include in their approach to completing the work elements described in the Statement of Work section of this Bid. The Scope of Services will address each task in the Statement of Work.

Required Documents:

- Campaign Contribution Disclosure form
- Certificate of Non-Collusion
- Bid Acknowledgment form
- Conflict of Interest Disclosure form
- Vendor Information form
- W-9 form
- Certificate of Insurance
- All other Licensing Requirements
- Bonds (if applicable)

Bid Procedure

The City reserves the right to revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of a Bidder for this project. The City reserves the right to reject any or all Bids or parts of Bids, to negotiate modifications of Bids submitted, and to negotiate specific Bid elements with a Bidder into a project of lesser or greater magnitude than described in this Bid or the Bidder's reply.

Addendum Effect on Invitation to Bid

In the event an addendum to this Bid is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.

Summary of Anticipated Schedule

	Action:	Responsibility:	Date:
1.	Issue Bid	City of Roswell	08/06/2025
2.	Deadline to Submit Written Questions	Bidder	08/11/2025
3.	Response to Questions via Addendum	Procurement Manager	08/12/2025
4.	Submission of Bid: 2:00 PM	Bidders	08/18/2025
5.	Recommendation to Committee	Project Manager	09/04/2025
6.	Recommendation of Award to City Council	Project Manager	09/11/2025
7.	Notice of Award	Procurement Manager	09/12/2025

*Dates indicated in Events 5 through 7 are estimates only, and may be subject to change without necessitating an amendment to the ITB.

Explanation of Sequence of Anticipated Schedule

Issue Bid

The Chief Procurement Officer shall issue the Bid for this project on this date specified in the Anticipated Schedule above.

Deadline to Submit Written Questions

Questions pertaining to this Bid will only be accepted through email by no later than 5:00 p.m. according to the specified date in the schedule above. This is the date and time set for submitting written questions regarding the Bid document and procurement process to the Chief Procurement Officer via email address: a.peek@roswell-nm.gov.

Response to Written Questions via Addendum

The Chief Procurement Officer shall issue a written response to timely submitted written questions via an Addendum. This is the date that has been set to signify no other Addendum will be issued on the project so that Bidders have time to finalize their responses. Answers to

all received questions are expected to be available to all Bidders who submitted written questions via email through an Addendum to the Bid by the deadline given on the schedule above and will be publicly posted. All Bidders shall acknowledge the receipt of the Addendum(s) where indicated on the ***“Bid Acknowledgement Form”***.

Submission of Bid

Bids shall be submitted no later than the date and time provided in this Bid. Late Bids *will not* be accepted. It is the Bidder's responsibility to ensure that Bids arrive at the appointed location, date and time. Bids may be delivered early to avoid any possible delay of the submission.

If a Bidder desires to change a Bid that already has been submitted, the change may be made by a signed letter that refers to the Bid and addendum number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of Bids in the amended Bid.

BIDS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Bid submittals shall be date and time-stamped by the City's office that is designated to receive Bids. A public log will be kept of the names and submittal times of all Bidders who submitted Bids.

The Chief Procurement Officer shall designate a witness to be present during the opening of the Bids. The witness and Chief Procurement Officer shall sign the "List of Bidders" for the procurement file.

The Chief Procurement Officer shall review the Bids for completeness and compliance with the mandatory requirements. If any Bid submitted is deemed non-responsive, the Bidder will be notified in writing of such determination which will include the right of the Bidder to protest the decision.

Notice of Award

Upon approval of Recommendation of Award by City Council, the Procurement Manager shall issue the Notice of Award and the City Manager or designee shall contact the winning Bidder in order to initiate negotiations for a contract.

Protest Period

Any protest by a Bidder shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the notice of award and will end as of close of business on fifteen (15) days after the Notice of Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds

for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer
425 N. Richardson
Roswell, NM 88201

Protests received after the deadline will not be accepted.

Contract Execution

The City reserves the right to enter into a contract with the apparent low Bidder. If a contract cannot be finalized with the apparent low Bidder, the City can enter into a contract with the next responsive low bidder. A Determination Letter shall be sent to the apparent low Bidder and shall provide the reason why a contract could not be executed with the said Bidder.

PART III: SCOPE OF WORK / SPECIFICATIONS

General

Purpose

The city of Roswell is soliciting bids from qualified vendors to provide custom welding and metal fabrication services on an as-needed basis for various City departments. Services may include repairs, modifications, or fabrication of metal components for City-owned equipment, vehicles, infrastructure, and facilities. This procurement may result in a multiple-source award. The city of Roswell reserves the right to award contracts to multiple vendors if it is determined to be in the best interest of the city. Assignments will be based on factors including availability, response time, pricing, and type of service needed.

Typical Services May Include (but are not limited to):

- On-site and off-site welding (MIG, TIG, stick)
- Fabrication of metal components, brackets, frames, and supports
- Structural welding for steel, stainless steel, and aluminum
- Welding on cast iron and galvanized pipes
- Repair and modification of existing metal structures or equipment
- Cutting, grinding, drilling, and finishing metal as needed
- Fabrication and installation of custom gates, fences, and railings
- Welding repairs on garbage trucks, grapple trucks, dumpsters, and heavy equipment
- Confined space welding, such as inside or underneath garbage trucks
- Emergency or urgent repair services

Requirements and Standards:

- Compliance with all applicable safety and welding standards
- All work must meet industry standards for quality and durability
- Vendor must be certified and experienced in commercial/industrial welding
- Must provide all necessary staffing, tools, equipment, materials, and safety gear
- Ability to respond to service requests within a reasonable timeframe (within 24/48 hours)
- Welders must be certified to work with cast iron and galvanized materials
- Welders must be capable of working in confined spaces and hazardous environments, including but not limited to Solid Waste facilities, wastewater treatment plants, and around heavy machinery.
- Welders and employees must be eligible to obtain a SIDA badge and work in secured areas of the Roswell Air Center (ROW)
- Vendors must follow all applicable OSHA safety protocols and provide appropriate PPE for hazardous work conditions.

Materials and Methods:

- Welding capabilities must include MIG, TIG, and stick methods
- Experience working with steel, stainless steel, aluminum, cast iron, and galvanized metals

Work Locations:

Services may be required at various City-owned facilities, yards, or job sites, including but not limited to:

- Solid Waste Department facilities
- Airport (secured and non-secured areas)
- Streets and public infrastructure
- Parks and recreation areas
- Waste Water Treatment Plant
- Lift Station (Waste Water Citywide)

Note: Specific project scopes and locations will be provided at the time of request.

Additional Notes:

Bidders shall thoroughly examine and be familiar with specifications and any federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or the Contract.

The submission of a bid shall be taken as prima facie evidence of compliance with this section.

General Conditions for Bid**Bidder's Relationship to the City****Bidder as Independent Contractor**

It is expressly agreed and understood that the Bidder is in all respects an Independent Contractor as to the work, and that the Bidder is in no respect an agent, servant or employee of the city. This contract specified the work to be done by the Bidder, but the method utilized to accomplish the work shall be the responsibility of the Bidder.

Subcontracting

Bidder may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Sub-Contractor. No subcontract shall, under any circumstances, relieve the Bidder of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Bidder, and Sub-Contractors will be dealt with as workmen and representatives of the Bidder. It is The Bidder's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Bidder.

City Representative(s)

Unless provided otherwise elsewhere in the contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this contract, and/or services being performed hereunder. The representative(s) shall decide all

questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

Termination of Contract

Upon Thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Bidder, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City and so state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Bidder shall discontinue all work on the appointed last day of service.

CITY OF ROSWELL

ITB-26-002

CUSTOM WELDING & FABRICATION SERVICES

PRICE PROPOSAL FORM

BIDDER NAME: _____

LINE ITEM	UNIT	RATE
Standard Welding Labor Rate Per Hour (on-site)	Per Hour	\$ _____
Standard Welding Labor Rate Per Hour (off-site)	Per Hour	\$ _____
Emergency Welding Labor Rate (weekends/holidays)	Per Hour	\$ _____
Fabrication Labor (cutting, grinding, drilling, etc)	Per Hour	\$ _____
Materials Markup	Percent markup	_____ % Over cost

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Email: _____

SUBMISSION CHECKLIST

ITB-26-002 CUSTOM WELDING & FABRICATION SERVICES

This checklist is included as a convenience to the Bidders, **but does not relieve any Bidder of reviewing the entire Invitation to Bid document**, understanding its contents, and complying with all requirements contained therein.

1. Bid

Submittal unbound “Original” and “Copy” of Bid

- ☐ a. Cover Letter
- ☐ b. Title Page
- ☐ c. Table of Contents
- ☐ d. Proposed Schedule of Prices
- ☐ e. Scope of Work / Specifications
- ☐ f. Required Documents
 - Campaign Contribution Disclosure form
 - Certificate of Non-Collusion
 - Bid Acknowledgment form
 - Conflict of Interest Disclosure form
 - Vendor Information form
 - W-9 form
 - Certificate of Insurance
 - All other Licensing Requirements
 - Bonds (if applicable)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s): Mayor, Timothy Z. Jennings
Council Members: Juan Oropesa, Cristina A. Arnold, Juliana Halvorson, Will Cavin, Edward “Ed” Heldenbrand, Chris Cortez, Robert Corn, Darrell Johnson, Angela G. Moore, and Carlos Marrujo.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CERTIFICATE OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

BID ACKNOWLEDGEMENT FORM

<i>Bid#:</i>	ITB-26-002
<i>NAME:</i>	CUSTOM WELDING & FABRICATION SERVICES
<i>DATE OF OPENING:</i>	MONDAY, AUGUST 18, 2025
<i>TIME OF Bid OPENING:</i>	2:00 P.M.

TO: Air Freight Address: Chief Procurement Officer
 City of Roswell
 425 N. Richardson Ave.
 Roswell, NM 88201

Bidder ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NUMBER: _____ **Date:** _____

ADDENDUM NUMBER: _____ **Date:** _____

ADDENDUM NUMBER: _____ **Date:** _____

ADDENDUM NUMBER: _____ **Date:** _____

The undersigned, doing business in the City of Roswell, submits herewith, in conformity with the instructions, conditions and specifications for the above listed Bid:

Submit 1 "Original" Bid unbound and 1 "Copy" of exact "Original" Bid.

Bid must remain valid **120 days** after Bid opening unless otherwise stated herein.

Bidder Company Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name:
Phone Number:	Email Address:
Fax Number:	Date:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

All persons either employed by City of Roswell, elected or appointed to a City of Roswell office (including but not limited to any Board, Committee, Section, Council, Society, or Chapter) prior to acceptance and during tenure of that position, shall consider each item of business where they have a vote or decision authority, to determine if a real or perceived conflict exists with the interests of the City. A conflict of interest is defined as any situation in which an employee or member's decision or vote could substantially and directly affect the employee/member's professional, personal, financial or business interests. In the event that a person nominated for or holding a City of Roswell office finds himself or herself in such a position, he or she shall promptly disclose the conflict of interest to City and recuse themselves at any Board, Committee, Section, Council, Society, Chapter, or other meeting from any deliberations or vote on the matter giving rise to the conflict of interest. A copy of the disclosure statement shall be kept on file by the City.

Provide an explanation for Yes answers in the space provided.

1. Are you or is any member of your immediate family affiliated with, or have a direct or indirect interest in, a business that supplies property, goods or services to City of Roswell? Yes ☐ No ☐

2. If you answered "Yes" to questions 1 above, in the past 12 months have you made a business decision on behalf of City of Roswell in regard to the business named in the response? Yes ☐ No ☐

3. In the past 12 months, have you received any compensation, loan, gift, benefit or unusual hospitality from any supplier to City of Roswell? Yes ☐ No ☐

4. Do you have any other business or personal relationships, not covered in your answers to Questions 1 through 3 above that could appear to be a conflict of interest? Yes ☐ No ☐

Signature: _____

Printed Name: _____

Address: _____

Phone/Contact Number: _____

CITY OF ROSWELL, NEW MEXICO

VENDOR INFORMATION FORM

PURCHASING DEPARTMENT

PO Box 1838, Roswell, NM 88202

Email: ap@roswell-nm.gov

PH. 575-624-6700 EXT. 1275



Prior to doing business with the City of Roswell, all Vendors must fill out this form completely. Please be sure to provide your New Mexico State Business Tax ID and Roswell City Business License and Expiration Date below, if applicable to your company, otherwise, your form may be rejected. A Purchase Order or Payment cannot be issued without proper forms and information requested below.

- A current IRS W-9 Form must be completed and attached (ACCEPTABLE: Adobe Certificate-Based or DocuSign).
- Please provide the name of the City employee who sent you these forms: _____
- What is your company providing? Materials, Goods or Services? _____
- Are you an employee of the City of Roswell NM? Yes No
(If yes, please contact HR to complete the "Outside of Employment" form).
- Do you have a relative(s) employed with the City of Roswell NM? No Yes, (if yes, please provide name(s): _____)

VENDOR TAX IDENTIFICATION:

FEDERAL TAX ID	SOCIAL SECURITY #	STATE OF NEW MEXICO (NM BUSINESS TAX ID)	CITY OF ROSWELL BUSINESS LICENSE AND EXPIRATION DATE

VENDOR INFORMATION:

BUSINESS NAME:		CONTACT NAME:	
D/B/A:		TITLE:	
MAILING ADDRESS:		EMAIL ADDRESS:	
CITY / STATE/ ZIP:		PHONE #:	
PHONE #:		WEB ADDRESS:	

VENDOR PAYMENT INFORMATION (if different from above):

BUSINESS NAME:		CONTACT NAME:	
MAILING ADDRESS:		TITLE:	
CITY / STATE/ ZIP:		EMAIL ADDRESS:	
PHONE #:		PHONE #:	

VENDOR TYPE (mark an "X" on the most appropriate type related to your company):

CODE	TYPE	CODE	TYPE	CODE	TYPE
ACCT	ACCOUNTING, CPA	ELEC	ELECTRICAL SERVICES	PLUM	PLUMBING SERVICES
ADVE	ADVERTISING	ENT	ENTERTAINER / INSTRUCTOR	PROD	PRODUCT / MATERIAL SUPPLIER
ARCH	ARCHITECTS	GOV	GOVERNMENT	PROF	PROFESSIONAL SERVICES
ART	ARTISTS	HVA	HEATING / COOLING	RENT	RENT / LEASING
BLDC	BLDG CONSTRUCTION	LDSC	LANDSCAPING / TRIMMING	STRC	STREET CONSTRUCTION
CONS	CONSULTING	LEGA	LEGAL / ATTORNEY / LAWYER	SRVC	SERVICES –OTHER NOT LISTED
ENG	ENGINEERS	MECI	MEDICAL OR VET SERVICES	VEHM	VEHICLE MAINT / REPAIR
OTHR	OTHER (please describe):				

- Please see attached "CONDITIONS GOVERNING THE PURCHASE ORDER"
- Year End 1099 will be issued to a Service or Construction based Vendor as per IRS Regulations

(Rev. 02/2021)

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	CITY OF ROSWELL PO BOX 1838 ROSWELL NM 88202
7 List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)
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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-						
--	--	--	---	--	--	---	--	--	--	--	--	--

or

Employer identification number

			-									
--	--	--	---	--	--	--	--	--	--	--	--	--

Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of U.S. person ►

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.