# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22502550 |

Delivery must be made within doors of specified destination.

**BILL TO**

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

**VENDOR**

DESERT WEST ENTERPRISES, LLC
PO BOX 3000
ROSWELL, NM 88202
Email: LARRY@DESERTWESTLLC.COM

**SHIP TO**

AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: d.andazola@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 5756233990 | LARRY@DESERTWESTLL… | 12503502 | Della Sanchez | d.andazola@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 05/09/2025 | 11084 | | | Air Center Administration |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Micro Surfacing with CQS Emulsion and Aggregate<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | Micro Surfacing with CQS Emulsion and Aggregate<br>GL Account: 51004334 - 817504 $193,873.65 | 1.0 | EACH | $193,873.65 | $193,873.65 |
| | ********** GL SUMMARY **********<br>51004334 - 817504 $193,873.65 | | | | |

By: A. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $193,873.65 |
| **PO Total** | **$193,873.65** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

**The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.**

**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

**ITEM(S)**: The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

**Acceptance:**

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

**Sales Taxes:**

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

**Federal, State and Local Laws:**

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.