

# Tucumcari Public Schools District #49

## Vendor Information

OFFICE USE ONLY

V#

<b>Ordering Information</b>	<b>Remit Information</b> (Only complete if different than the Ordering Information)	<b>Tax Numbers</b>
Company Name or Individual Name	Company Name or Individual Name	Federal ID #
dba (Doing Business As)	dba (Doing Business As)	Social Security #
Mailing/Street Address	Mailing/Street Address	NM CRS ID #
City, State, Zip Code	City, State, Zip Code	<b>Organization of Business</b> [ ] Individual [ ] Business
Phone #	Phone #	<b>Ownership of Business</b> (check one) [ ] corporation [ ] partnership [ ] sole proprietorship [ ] government entity
Toll Free #	Toll Free #	
Fax #	Fax #	
Email Address	Email Address	

<b>Type of Services/Products (Check as many as apply.)</b>		
<input type="checkbox"/> <b>Employee of TPS</b> <input type="checkbox"/> A07: Landscape, planning, lawn & gardening services <b>General &amp; Spec. Trade Construction</b> <input type="checkbox"/> B15: Building Construction <input type="checkbox"/> B16: Heavy Construction Other Than Building <input type="checkbox"/> B17: Special Construction Trade Contractors <b>Manufacturing</b> <input type="checkbox"/> C23: Apparel and Other Products from Fabric <input type="checkbox"/> C25: Furniture and Fixtures <input type="checkbox"/> C27 Print, Publishing And Allied Industries <input type="checkbox"/> C32: Stone, Clay, Glass, And Concrete <input type="checkbox"/> C35: Industrial & Commercial Machinery and Computer Equipment	<b>Manufacturing Cont.</b> <input type="checkbox"/> C36: Electronic & Other Electrical Equip. & Components, Except Computer Equipment <input type="checkbox"/> C39: Misc. Manufacturing Industries <input type="checkbox"/> D: Transportation, Postal, Communic. & Public Utility Services <b>Wholesale Trade</b> <input type="checkbox"/> E50: Durable goods <input type="checkbox"/> E51: Non-durable goods <b>Retail Trade</b> <input type="checkbox"/> F52: Building Materials, Hardware, Garden Supply <input type="checkbox"/> F53: General Merchandise Stores	<b>Retail Trade Cont.</b> <input type="checkbox"/> F55: Automotive Dealers <input type="checkbox"/> F56: Apparel And Accessory Stores <input type="checkbox"/> F57: Furniture, Furnishings, And Equip. Stores <input type="checkbox"/> F59: Other Retail <b>[ ] G: Finance, Insurance &amp; Real Estate Services</b> <input type="checkbox"/> H69: Medical and health <input type="checkbox"/> H70: Lodging Services <input type="checkbox"/> H76: Miscellaneous Repair Services <input type="checkbox"/> H87: Professional Services <b>[ ] I: Public Administration</b> <input type="checkbox"/> Food Services

**PLEASE REVIEW THE TERMS AND CONDITIONS OF CONDUCTING BUSINESS WITH TUCUMCARI PUBLIC SCHOOLS DISTRICT #49 ON THE REVERSE SIDE OF THIS FORM**

I certify that the information provided is true and accurate to the best of my knowledge as of the date indicated below and that I have the authority to act on behalf of the above named company in this regard. I have reviewed the Terms and Conditions of conducting business with Tucumcari Public Schools District #49 as listed on the reverse side of this form, and agree to conduct business as state. **I further certify that there (are [ ] are no [ ]) persons holding a financial interest in the above entity employed by Tucumcari Public Schools District #49.**

NAME AND TITLE (please print) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RETURN COMPLETED FORM TO:  
 Tucumcari Public Schools District #49  
 Purchasing Department  
 2400 S. Eighth, P.O. Box 1046  
 Tucumcari, New Mexico 88401  
 FAX: (575) 461-3554

# TUCUMCARI PUBLIC SCHOOLS DISTRICT NO. 49

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. CONTRACT

The contract resulting from the acceptance of this order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.

### 2. DELIVERY SCHEDULE

Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by Buyer. Buyer will have no liability for payment of materials; service or construction delivered to Buyer which exceeds purchase order requirements. Buyer may from time to time change delivery schedules or issue temporary suspension of scheduled material, service, or construction.

### 3. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to Buyer. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from any other source in time to meet scheduled deliveries.

### 4. CANCELLATION

Buyer reserves the right to cancel all or any part of the item or work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure; or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by Buyer at its option, in whole or in part by mailing a written notice of termination whenever the Buyer determines such termination is in its best interest. Upon termination under this paragraph, Buyer shall pay to Seller the following amounts without duplication:

The purchase order price for all completed deliveries of material, services or construction and not previously paid for.

The actual cost incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.

### 5. INSPECTION

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance to Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for materials, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

### 6. SHIPPING & BILLING

Unless otherwise stated on the face of this order, deliveries shall be shipped F.O.B. - Tucumcari, New Mexico: Freight Prepaid & included within price of items ordered. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with Buyer's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills, of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

When applicable, original bill of lading or other shipping receipt, for each shipment shall be promptly forwarded by Seller attached to invoice.

Original invoices shall be rendered in duplicate on day of shipment accompanied, when applicable, by bill of lading and sworn statement and waiver of lien if order covers repairs and maintenance of premises and mailed to the BILL TO address on the face of this purchase order. Unless otherwise noted on the Purchase Order, payment terms shall be NET 30 after receipt of DATED invoice (all invoices shall be dated by vendor). Payments made by voucher only. No drafts will be honored.

Monthly statements shall be rendered promptly.

### 7. PRICE ADJUSTMENTS

Price adjustments resulting from conditions described herein shall be computed in one or more of the following ways:

By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon, thereafter, as practicable;

By purchase order unit prices or unit prices subsequently agreed upon;

By agreement on profit or fee adjustment; and / or

By any other manner that is mutually agreed upon.

Or, in the absence of the agreement, by a unilateral determination by the Buyer of the actual costs with adjustment for profit or fee as computed by the Buyer and as accounted for in accordance with industry price list, catalogue or market prices.

### 8. WARRANTY

Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all material covered by this order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.

### 9. REMEDIES

All remedies are herein reserved by Buyer and Shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provisions of this contract shall constitute a waiver of any other breach or of such provision.

**(REVISED 7-19-05)**