

**Clauses as of 08/10/16**

<b>Clause #</b>	<b>Title</b>	<b>Description</b>
01	DELIVERY INSTRUCTIONS	PLEASE CALL DEPARTMENT FOR DELIVERY INSTRUCTIONS.
02	CONFIRMING ORDER	CONFIRMING ORDER-DO NOT DUPLICATE
03	GRANT FUNDS	FUNDS FOR THIS PURCHASE ARE FROM A FEDERAL GRANT. THE OMB CIRCULAR APPLY AND MAY BE VIEWED AT: <a href="http://purchasing.nmsu.edu/">http://purchasing.nmsu.edu/</a>
04	CONTRACT FUNDS	FUNDS FOR THIS PURCHASE ARE FROM A FEDERAL CONTRACT. THE FEDERAL ACQUISITION REGULATIONS (FARS) APPLY AND MAY BE VIEWED AT: <a href="http://purchasing.nmsu.edu/">http://purchasing.nmsu.edu/</a>
05	MATERIAL & LABOR	FURNISH ALL MATERIALS, EQUIPMENT, LABOR & SUPPLIES TO COMPLETE THE REFERENCED PROJECT, IN STRICT CONFORMANCE WITH THE CONTRACT DOCUMENTS.
06	CERTIFICATE OF INSURANCE	CONTRACTOR'S CERTIFICATE OF INSURANCE MUST BE ON RECORD IN THE PURCHASING & RISK MANAGEMENT ADMINISTRATION OFFICE PRIOR TO COMMENCING WORK.
07	PERSONAL GUARANTY	CONTRACTOR TO PROVIDE PERSONAL GUARANTY PRIOR TO COMMENCING WORK.
09	PO REQUIRES CHECK	THIS PURCHASE ORDER REQUIRES A CHECK WITH ORDER.
10	INCORPORATION OF BID TERMS	THE TERMS AND CONDITIONS OF THE BID DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS CONTRACT.
12	MSO'S	MAIL/DELIVER MSO AND LICENSING PAPERWORK TO: NEW MEXICO STATE UNIVERSITY CENTRAL PROPERTY MANAGEMENT ADMINISTRATION MSC 3001, P.O. BOX 30001 LAS CRUCES, NM 88003-8001 ATTN: BROOKE MONTOYA
13	VEHICLE DELIVERY	DELIVERY VEHICLES TO: FACILITIES & SERVICES MECHANICAL SHOP ATTN: BUD JONES OR PAUL CROUCH
14	DELIVERY AFTER 7/1	THIS IS A FY 2016/2017 PURCHASE. GOODS OR SERVICES MUST BE RECEIVED AND INVOICED AFTER 7/1.
15	MATCHING INVOICE	IF THE INVOICE MATCHES THE CONTRACT TERMS RECEIVING AND APPROVAL BY THE NMSU DEPARTMENT IS NOT REQUIRED.
16	EXCESS COPY CHARGES	SET MONTHLY CHARGE PAID AUTOMATICALLY. EXCESS COPY CHARGES SENT OT DEPARTMENT BY A/P FOR APPROVAL 5 DAYS BEFORE PAYMENT MADE. RECEIVING IN BANNER NOT REQUIRED
17	RECEIVING NOT REQUIRED	AN INVOICE REFERENCING THE PO NUMBER AND APPROVED BY THE NMSU DEPARTMENT IS REQUIRED. RECEIVING IN SYSTEM IS NOT REQUIRED.
18	RECEIVING NOT REQUIRED	INVOICES DO NOT REQUIRE DEPARTMENTAL APPROVAL DEPARTMENT RECEIVING IN SYSTEM IS NOT REQUIRED.

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19	TERMINATION - 30 DAYS	NMSU RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT WITH 30 DAYS WRITTEN NOTICE IF SUFFICIENT APPROPRIATIONS ARE NOT ALLOCATED.
20	PAYMENTS IN ARREARS	PAYMENTS ARE IN ARREARS.
21	HOLIDAY MESSAGE	NMSU CAMPUS WILL BE CLOSED 12/24/2016 THRU 1/1/2017 FOR THE HOLIDAY. CALL THE DEPARTMENT BEFORE DELIVERY. HAPPY HOLIDAYS!
22	CANCEL - 30 DAYS NOTICE	THIS PURCHASE ORDER MAY BE CANCELLED BY EITHER PARTY BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE.
23	LEASE/RENTALS FY ENDS OCTOBER	THE PARTIES RECOGNIZE THAT SCHEDULED RATES RELATIVE TO MAINTENANCE ARE SUBJECT OT CHANGE. ON OCTOBER 1 BY NOT MORE THAN A 10% INCREASE.
24	CONSTRUCTION - TAX	THE TANGIBLE PERSONAL PROPERTY LISTED IN THE P.O. WILL BE USED ON CONSTRUCTION ACTIVITIES AS DEFINED BY SECTION 7-9-3© NMSA 1978 AND IS, THEREFORE, SUBJECT TO NEW MEXICO GROSS RECEIPTS TAX.
25	MAINTENANCE - TAX	THE TANGIBLE PERSONAL PROPERTY LISTED IN THIS P.O. WILL BE USED IN MAINTENANCE ACTIVITIES, AND THEREFORE, IS DEDUCTIBLE FROM THE SELLER'S NEW MEXICO GROSS RECEIPTS TAX AS DEFINED UNDER SECTION 7-9-54 NMSA 1978.
26	ADMINISTRATIVE PO	THIS PURCHASE ORDER IS WRITTEN FOR NMSU ADMINISTRATIVE PURPOSES ONLY.
27	CANCEL - VENDOR CANNOT SUPPLY	THIS PURCHASE ORDER IS CANCELED IN ITS ENTIRETY. VENDOR CANNOT MEET TERMS OF P.O.
28	3-WAY MATCH	THIS IS A 3-WAY MATCH PURCHASE ORDER. RECEIVING MUST BE ENTERED INTO THE SYSTEM BY THE DEPARTMENT
29	CANCEL - TERM EXPIRED	THIS PURCHASE ORDER IS CANCELED IN ITS ENTIRETY. CONTRACT TERM HAS EXPIRED.
30	WAREHOUSE CLOSED FOR INVENTORY	THE NMSU FACILITIES & SERVICES WAREHOUSE WILL BE CLOSED FOR INVENTORY 8:00 A.M. JUNE 26, 2015 THRU 5:00 P.M. JUNE 30, 2015.
31	CANCEL - BY DEPARTMENT	THIS PURCHASE ORDER IS CANCELED IN ITS ENTIRETY BY THE REQUEST OF THE DEPARTMENT.
32	SOFTWARE LICENSES ORDER	***** SOFTWARE LICENSES ORDER *****
33	BLANKET ORDER	***** BLANKET ORDER *****
34	CONSTRUCTION	***** CONSTRUCTION *****
35	RENTAL ORDER - ANNUAL	***** RENTAL ORDER-ANNUAL *****

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36	RENTAL ORDER - MULTI-YEAR	***** RENTAL ORDER-MULTI-YEAR *****
37	OPEN ORDER	***** OPEN ORDER *****
38	PRICING AGREEMENT	***** PRICING AGREEMENT *****
39	LEASE ORDER	***** LEASE ORDER *****
40	PROFESSIONAL SERVICE CONTRACT	***** PROFESSIONAL SERVICE CONTRACT *****
41	MAINTENANCE AGREEMENT	***** MAINTENANCE AGREEMENT *****
42	MONTHLY OPEN ORDER	MONTHLY OPEN ORDER
43	NO COMMITMENT-PRICING AGREEMENT	NO COMMITMENT IS MADE BY THE UNIVERSITY AS TO QUANTITY AND FREQUENCY OF PURCHASE. NMSU RESERVES THE RIGHT TO PURCHASE ITEMS REFERENCED UNDER THIS AGREEMENT THROUGH ANY OTHER METHOD AND WITH ANY OTHER VENDOR IT SO CHOOSES.
44	PAYMENT TERMS 2%	THE PAYMENT TERMS OF THIS PURCHASE ORDER ARE 2% 10, NET 30. NMSU WILL MAKE EVERY EFFORT TO MAKE PAYMENT IN A TIMELY MANNER TO ACCEPT THE DISCOUNT.
45	PAYMENT TERMS 1%	THE PAYMENT TERMS OF THIS PURCHASE ORDER ARE 1% 10, NET 30. NMSU WILL MAKE EVERY EFFORT TO MAKE PAYMENT IN A TIMELY MANNER TO ACCEPT THE DISCOUNT.
46	APPROPRIATION	THIS LEASE/RENTAL SUBJECT TO THE AVAILABILITY OF STATE APPROPRIATED FUNDING.
47	BLANKET ORDER AGREEMENT	THIS PURCHASE ORDER MERELY ESTABLISHED A BLANKET ORDER AGREEMENT. -- AUTHORIZED SUPPLIES WILL BE ORDERED ON AN AS NEEDED BASIS
48	RATED ORDER	THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE. YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS REGULATION (15 CFR 350).
49	PRICING AGREEMENT CONTRACT PERIOD	CONTRACT PERIOD: ONE (1) YEAR CONTRACT WITH THREE (3), ONE (1) YEAR OPTIONS FOR RENEWAL. CONTRACT PERIOD NOT TO EXCEED FOUR (4) YEARS.
50	PRICING AGREEMENT-DO NOT BILL	DO NOT BILL AGAINST THIS PURCHASE ORDER NUMBER. SEPARATE PURCHASE ORDERS WILL BE ISSUED FOR EACH TASK. EACH PURCHASE ORDER WILL REFERENCE THE PRICING AGREEMENT NUMBER.

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51	PURCHASE ORDER BY WIRE TRANSFER	ALL PAYMENTS IN THIS PURCHASE ORDER SHALL BE BY WIRE TRANSFER, DUE ON THE FIRST DAY OF EACH MONTH OF THE CALENDAR MONTH THAT THIS ORDER IS IN EFFECT, PAYABLE AS FOLLOWS: NAME OF INSTITUTION: ADDRESS & PHONE: ACCOUNT: ACCOUNT NUMBER: ABA:
52	IOL/EWS PROGRAM	GOV'T CONTRACT: DATM05-01-C-0026 PRIORITY CODE: DO-A5
53	FED EX SHIPPING	SHIP VIA PSL,s FED EX - ACCT #: 3629-6348-6
54	MSDS'S	MATERIAL SAFETY DATA SHEETS MUST BE PROVIDED IF APPLICABLE
55	ARAV PROGRAM	GOV'T CONTRACT: DAAD07-00-C-0210 PRIORITY CODE: DO-C9
56	COMPLETE SHIPMENTS	NO BACKORDERS ALLOWED. PLEASE SHIP ORDER COMPLETE."
57	LEASE NOTICE	NOTE: ALL CONTACT, CORRESPONDENCE AND NOTICES REGARDING THIS LEASE DOCUMENT SHOULD BE DIRECTED TO: NEW MEXICO STATE UNIVERSITY OFFICE OF REAL ESTATE ATTN: DIRECTOR OF REAL ESTATE PO BOX 30001, MSC ORE LAS CRUCES, NEW MEXICO 88003-8001 TELEPHONE: (575) 646-2807
59	ESTIMATED DELIVERY DATE	"THE DELIVERY DATE ON THIS PURCHASE ORDER IS AN ESTIMATED DATE".
61	NASA PRIME CONTRACT	THIS ORDER IS PLACED UNDER NASA PRIME CONTRACT NAS5-03003. THE ATTACHED GENERAL PROVISIONS INCLUDING REFERENCED FAR PROVISIONS APPLY. THIS IS RATED ORDER UNDER THE DEFENSE PRIORITY SYSTEM RATED DO-A9.
62	TERMS & CONDITIONS US COMMUNITIES	THIS PURCHASE ORDER INCORPORATES & IS GOVERNED BY THE TERMS & CONDITIONS OF U.S. COMMUNITIES OFFICE MACHINES CONTRACT NO. 58795 (THE "CONTRACT") AND ANNEX A-1 ATTACHED (IMAGE MANAGEMENT TERMS AND CONDITIONS) WHICH SMALL SUPERCEDE ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER. THE RELATIVE ORDER OF PRECEDENCE SHALL BE AS FOLLOWS: 1. ANNEX A-1 (IMAGE MANAGEMENT TERMS & CONDITIONS) 2. CONTRACT NO. 58795
63	END OF YEAR PAYMENT DELAY	VENDORS ARE HEREBY NOTIFIED THAT DURING THE PERIOD JULY 9 THRU JULY 17 THE UNIVERSITY ACCOUNTS PAYABLE OFFICE WILL NOT PROCESS PAYMENTS FOR FY15/16 PURCHASE ORDERS. FY16/17 PAYMENTS WILL BE PROCESSED DURING THIS PERIOD AND PROCESSING OF PAYMENTS FOR FY15/16 ORDERS WILL RESUME ON JULY 20, 2016.

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64	SPECIALTY UNDERWRITERS	***** SPECIALTY UNDERWRITERS *****
65	PROFESSIONAL SERVICE STATEMENT	SERVICES ARE TO BE PERFORMED IN ACCORDANCE WITH OUR PROFESSIONAL SERVICE CONTRACT ATTACHED HERETO AND MADE A PART HEREOF.
67	U.S. COMMUNITIES CONTRACT	THIS PO IS ISSUED PURSUANT TO THE MASTER PAY AS-YOU-GO PLAN AGREEMENT DATED 2/12/10, AND PRICING IS PURSUANT TO U.S. COMMUNITIES CONTRACT#58795
68	MECS	GOV'T CONTRACT: W911QX-10-D-004 PRIORITY CODE: DO-A5
69	C4 CAL SYS	C4 CAL SYS The supplier shall provide and maintain a calibration in accordance with ANSI/NCSL Z540.1 -1994 and satisfy NPD 8730.1C, Metrology and Calibration, Section 2b, 2c, and Attachment B of this NPD, Paragraph B.2. NMSU/PSL reserves the right to conduct a survey of the supplier's facilities to determine the adequacy of the calibration system. Articles delivered to this purchase order shall be accompanied by a Certification of Calibration which meets the requirement of ANSI/NCSL Z540.1-1994.
70	Q2 QUAL SYS	Q2 QUAL SYS The supplier shall provide and maintain a quality system compliant to ISO9001:2008. NMSU/PSL reserves the right to conduct a survey of the supplier's facilities to determine the adequacy of the quality system.
71	SUBCONTRACT	SUBCONTRACT: 02ESM379493 PRIME CONTRACT: NNG10DB04C PRIORITY CODE: DO-A7
72	NMSU/PSL QUALITY ASSURANCE	FLOW DOWN CLAUSES (ATTACHED) C4 CAL SYS E2 ESD M4 J-STD-001 Q2 QUAL SYS P14 LEAD FREE COTS MATERIALS P15 COUNTERFEIT PARTS S6 SOURCE INSP
73	PRE-PAYMENT TERMS	Pre-Payment terms have been agreed upon by the Purchasing Office or are exempt per NM Statute 13-1-98
74	CONTRACT SIGNATURE REQUIRED	CONTRACT SIGNATURE REQUIRED
75	GENERAL COUNSEL REVIEW OF CONTRACT	GENERAL COUNSEL REVIEW OF CONTRACT REQUIRED