

**New Mexico Institute of Mining and Technology**  
**ENERGETIC MATERIALS RESEARCH AND TESTING CENTER**  
**Standard Terms and Conditions**

**EMRTC's Standard Terms and Conditions identified here must be included in all EMRTC proposals and are incorporated in any resulting award.**

1. Any award made pursuant to this RFP/RFQ shall incorporate FAR 31.3 - Contracts with Educational Institutions, Subpart 31.104.
2. Proposals are valid for 30 days.
3. Payment terms are Net 30.
4. The appropriate institutional identification and address required on Purchase Orders, Contracts and other official documents is: New Mexico Institute of Mining and Technology, Attn. Energetic Materials Research and Testing Center, 801 Leroy Place, Socorro, NM 87801-4796. The institution's Authorized Signatory is Cleve McDaniel PhD, Vice President for Administration and Finance.
5. The Period of Performance on any resulting contract must be for a term no less than three (3) months from date of award execution and set up.
6. Only a NMIMT Contracting Representative is authorized to negotiate the expenditure of funds, change of scope, period of performance, and/or other contract terms and conditions for final university approval.  
COMMITMENTS, CHANGES, OBLIGATIONS, OR PROMISES, REPRESENTED, IMPLIED OR EXPRESSED, INITIATED BY OTHER EMRTC PERSONNEL WITH OR BETWEEN OTHER EXTERNAL REPRESENTATIVES DO NOT BIND NMIMT/EMRTC AND MAY RESULT IN DISCIPLINARY ACTION.
7. NMIMT's liability is subject to limitations and provisions of the NM Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.
8. Travel required by contracts will follow Federal Travel Regulations, including per diem and mileage.
9. If a proposal results in an award under a US Government prime contract, all applicable flow-down clauses and requirements must be provided to NMIMT/EMRTC no later than at the time of award.
10. EMRTC operates as a Specialized Service facility and as such applies Facility Support costs as direct costs to awards utilizing facilities. The rate is subject to change no less than annually and the rate charged to the award will be the rate in place at the time of the service/use of the Field.
11. Title to property purchased with awarded funds from the contract will be governed by FAR 52.245-1 Alt II.
12. Pricing was determined using currently approved/provisional ONR rates. If an award is made in a subsequent fiscal year, different rates may apply.
13. Cost-Plus Fixed Fee Proposals: Per FAR 16.306, fee is fixed at the inception of an award and will not vary with actual costs.
14. Firm Fixed Price Proposals: NMIMT/EMRTC will collect the total fixed price amount on the resulting contract unless it is terminated for cause or due to Force Majeure.
15. Cost Type Proposals: Costs of materials fluctuate due to market conditions, so additional costs may be incurred.
16. No operations or scheduling of operations will be authorized by NMIMT until a fully-executed purchase order, contract document, or written financial authorization to proceed has been processed through the university system.
17. To ensure EMRTC's compliance with requirements outlined in DoD Manual 4145.26-M, EMRTC will not accept any ordnance shipment unless all pertinent technical data and inspection criteria (covering initial receipt inspection, and proper handling and storage instruction) is received prior to the delivery. EMRTC is not responsible for any additional charges incurred due to rejected shipments.
18. EMRTC does not provide long-term storage for any ordnance or explosive loaded devices at our facilities unless they are associated with and will be used on an active contract; EMRTC is not a treatment facility, therefore, final disposition instructions must be incorporated in all contracts; any associated preparation and shipping costs will be the responsibility of the customer and/or client who has ownership of the explosives.
19. EMRTC cannot accept shipments prior to award and set up of an approved contract/PO.
20. Testing or Laboratory operations will not be performed until the appropriate MSDS's are provided to EMRTC and approved by EMRTC's safety officer.
21. EMRTC Standard Operating Procedures will apply to all operations.
22. Inclement weather may result in rescheduling of the test(s)/activity and in additional costs.
23. Only Contractor designated observers are welcome.
24. Cameras may be allowed with restrictions on the test facility.
25. The customer is liable for any damage to government furnished equipment (GFE) during the performance of any resulting contract.