NMIMT/EMRTC Standard Terms and Conditions

All of the below Terms and Conditions are part of NMIMT/EMRTC’s proposal and will be incorporated in any resulting award.

1. The proposal is valid for 30 days.
2. Payment terms are Net 30.
3. Purchase Orders and other contracts are to be addressed to the New Mexico Institute of Mining and Technology, 801 Leroy Place, Socorro, NM  87801.
4. The Period of Performance on any resulting contract will be a minimum of three (3) months from date of award.
5. The EMRTC Contracting Representative is the only person who can negotiate for the expenditure of funds, change of scope, and/or other terms and conditions. COMMITMENTS, OBLIGATIONS, OR PROMISES, IMPLIED OR EXPRESSED, BY EMRTC PERSONNEL OTHER THAN THE EMRTC CONTRACTING REPRESENTATIVE DO NOT BIND EMRTC OR NMIMT IN ANY MANNER.
6. 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.
7. Travel on any resulting contract will be charged in accordance with the Federal Travel Regulations, including per diem and mileage.
8. If this proposal results in an award, in connection with a US Government prime contract, all applicable flowdown clauses must be provided to NMIMT/EMRTC at the time of award.
9. The EMRTC Field operates as a Specialized Service facility and as such Facility Support is a direct cost to the award. 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.
10. Purchases of materials and/or property on a resulting contract will be governed by FAR 52.245-1 Alt II.
11. The pricing was determined using approved/provisional ONR rates for this fiscal year. If an award is made in a subsequent fiscal year different rates may apply.
12. Cost Plus Fixed Fee Proposals: Per FAR 16.306 the fee is fixed at inception of award and does not vary with actual costs.
13. Firm Fixed Price Proposals: NMIMT/EMRTC will collect the full amount of fixed pricing on the resulting contract if it is terminated for any reason other than cause or Force Majeure.
14. Cost Type Proposals: Costs of materials are fluctuating due to market conditions, so additional costs may be incurred.
15. 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.
16. 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.
17. 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; nor is EMRTC a treatment facility, therefore, final disposition instructions must be incorporated in the contract and all associated preparation and shipping costs will be the responsibility of the customer and/or client.
18. EMRTC cannot accept shipments prior to award of contract/PO.
19. Testing or Laboratory operations will not be performed until the appropriate MSDS’s are provided to EMRTC and approved by EMRTC’s safety officer.
20. EMRTC Standard Operating Procedures will apply to all operations.
21. Inclement weather may result in rescheduling of the test(s)/activity and in additional costs.
22. Only Contractor designated observers are welcome.
23. Cameras may be allowed with restrictions on the test facility.
24. The customer is liable for any damage to government furnished equipment (GFE) during the performance of any resulting contract.