**The New Mexico Institute of Mining and Technology**
Request for Proposal (RFP)

---

| | |
|---|---|
| PROJECT NAME: | ASTM Composite Laminate Mechanical Testing Services |
| PROPOSAL NUMBER: | RFP26030021 |
| RFP DUE TIME AND DATE: | April 1st, 2026 at 2:00 PM (Local Time) |
| PURCHASING CONTACT: | Meradeth Montoya, Assistant Director<br>575-835-5886<br>meradeth.montoya@nmt.edu |
| LOCATION: | New Mexico Institute of Mining & Technology<br>Attn: RFP #26030021<br>Brown Hall, Rm 100<br>801 Leroy Place<br>Socorro, NM 87801 |

Please note: Any previously provided informal quote, bid or proposal provided to New Mexico Tech is hereby null and void. For a vendor or contractor to be considered for award under this Request for Proposal (RFP), a formal response to this RFP will need to be provided by the date and time specified in this document or any addenda.

# Table of Contents


1. INSTRUCTIONS TO PROPOSERS ..... 3
2. MODIFICATION AND WITHDRAWAL OF OFFER ..... 4
3. RFP TERMINATION ..... 4
4. EVALUATION CRITERIA ..... 4
5. TERMS AND CONDITIONS ..... 6
6. DISCUSSIONS WITH PROPOSERS AND AWARD ..... 9
7. PROCUREMENT CODE ..... 9
10. TERM ..... 9
11. PUBLIC INSPECTION ..... 9
12. LICENSES AND PERMITS ..... 10
13. CONTRACT TERMINATION ..... 10
14. GOVERNMENT FLOW-DOWN PROVISIONS ..... 10
15. Scope of Work ..... 12

OFFER ..... 15
CAMPAIGN CONTRIBUTION DISCLOSURE FORM ..... 17
CERTIFICATION REGARDING ..... 19
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS ..... 19
NON-COLLUSION AFFIDAVIT ..... 20

## 1. INSTRUCTIONS TO PROPOSERS

1.1 It is the Proposer's responsibility to deliver their offer by the date and time indicated in this Request For Proposal (RFP). The date and time of receipt will be stamped on the offer by the Purchasing Services Office and held in a secure place. Offers received later than the due date and time shall not be considered. Offers submitted by fax or email shall not be considered. Proposers should never leave a offer with any NMIMT office or NMIMT individual for delivery to the Purchasing Services Office.

1.2 This RFP contains specific requests for information. However, in responding, Proposers are encouraged to include in their offers any additional information they believe relevant and valuable. Sales and general promotional material should *not* be included, specific product literature may be included. The offer must be specific and must be responsive to the criteria set forth in this request. There is no page limit, but please be concise.

1.3 Clarification of instructions, terms and conditions, insurance, and preparation or submission of offers shall be made only by the Purchasing Services Office. No other source within NMIMT is authorized to explain, interpret, or give information concerning this RFP document. Further, no contact between the proposers and the end-users of the goods or services is permitted until an offer is selected and a contract signed. Questions must be submitted in writing and should be restricted to clarification of the RFP. Proposers should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be faxed to 575-835-5887 or emailed to purchasing@nmt.edu. **All questions must be submitted no later than 5:00 P.M. seven (7) calendar days before the proposal is due.** Questions and their answers will be incorporated into an addendum which will be posted on the Purchasing website at http://www.nmt.edu/purchasing-services . Receipt of addenda must be noted on the Proposer's offer confirming the receipt of any and all amendments.

1.4 This RFP implies no obligation on the part of NMIMT, nor does NMIMT's silence imply any acceptance or rejection of any offer. NMIMT reserves the right to accept or reject any or all offers or any part thereof, and to waive any technicalities or informalities in the offer if in the best interests of NMIMT. Incomplete offers may result in dismissal of all or part of the response.

1.5 The offer should be delivered to the Purchasing Services Office at the address shown on page 1. A total of one (1) ***original and one (1) thumb drive*** are required. ***Please ensure the signature is original by using a colored ink pen***. The completed offer must be in a sealed envelope or box marked with "Request for Proposal" and corresponding RFP number. Note: the Purchasing Services Office is closed at lunch M-F from noon until 1:00 p.m. if hand delivering, please time your arrival accordingly. **Overnight delivery is not available to Socorro NM.**

1.6 Each offer must give the complete mailing address of the Proposer and must be signed by the Proposer with the Proposer's legal authorized signature on the forms included in this RFP, electronic signatures are not acceptable. An offer by partnerships must be signed by one of the members of the partnership or by an authorized representative. Offers by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all signers should be typed or printed below the signature. **Unsigned offers will be considered non-responsive and returned to the Proposer.**

1.7 Offers will not be opened publicly but shall be opened in the presence of the Procurement Representative and one or more NMIMT representatives.

1.8 Offers will be evaluated on their ability to satisfy the requirements stated herein at the best obtainable price. The precise method by which the Proposer shall be evaluated is detailed further in this document.

1.9 If a Proposer has assisted with the development of the proposal or has provided specifications, that Proposer MAY NOT submit an offer.

1.10 Each offer must be typed and legible. Failure to include all information requested in the RFP documents may render the Proposer's offer non-responsive and the offer may be returned to the Proposer. All information must be entered in ink or typed and corrections must be initialed.

1.11 No employee of NMIMT shall have any direct financial interest with any Proposer's company. Any violation of this provision will render the offer void unless it is approved by the Board of Regents after full disclosure by the employee.

1.12 Proposer's response must be specific and in such form that the evaluation committee may readily compare the response to the appropriate criteria. If invited for an interview or product demonstration regarding this proposal, failure to respond to an invitation to make a presentation to the committee may result in an offer not being considered.

1.13 Proposer's offer must be bound and indexed and must use, where required, the forms provided in the RFP. Proposers should organize each copy of their offer as follows, with a tab / section for each alpha designation and its title, in order to simplify evaluation. If the required format is not followed, the offer may be eliminated from consideration.

1.14 The Purchasing Representative will make every effort to adhere to the following schedule however the schedule is subject to change.

| Action | Responsibility | Date |
|---|---|---|
| Issuance of Request for Proposal | NMIMT Purchasing | |
| Mandatory Pre-Proposal Conference and Site Visit | NMIMT Purchasing<br>Proposer | N/A |
| Deadline for Questions | Proposer | @5:00 PM (local time) |
| Deadline for Addendum(s) | NMIMT Purchasing | @5:00 PM (local time) |
| Submission of Offer | Proposers | @2:00 PM (local time) |

**2. MODIFICATION AND WITHDRAWAL OF OFFER**

2.1 Any offer may be modified prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 et seq. NMSA 1984 Supp. A late modification of an otherwise successful offer that makes its terms more favorable to NMIMT will be considered at any time it is received.

2.2 If not withdrawn before the proposal opening date and except as otherwise provided in the Procurement Code, no Proposer may withdraw its offer within ninety (90) days after the actual date of the opening. Prior to award, offers may be withdrawn anytime by written notice or in person by Proposer's authorized representative.

2.2 No Proposer shall be deemed responsible if it has been debarred by NMIMT, if in the preceding twelve months it has failed to perform any contract, or if Proposer's bonding company has been required to complete the work of a contract for Proposer.

**3. RFP TERMINATION**

3.1 This RFP in no manner obligates NMIMT to the eventual purchase of any services or goods described, implied or which may be offered, until confirmed by a written contract. Progress towards this end is solely at the discretion of NMIMT and may be terminated without penalty or obligation at any time prior to the signing of a contract. NMIMT reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

**4. EVALUATION CRITERIA**

4.1 Offers shall be evaluated by a committee comprised solely of three to five (3-5) NMIMT employees. Offers must address each of the following criteria. Each offer may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If offer is a Joint Venture, Proposer shall state in submitted offer the percentage of work that will be performed by Resident Business and / or Resident Veteran Business. Please Note: A Proposer cannot be awarded both a resident preference and a resident veteran business preference. Proposers shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation and Revenue. Offers will be evaluated by NMIMT on the following factors:

4.1.1

| Category | Possible Points |
|---|---|
| **Experience and Past Performance**:<br>The Proposers should have extensive experience, the ability, capacity and skill in the areas shown in the statement of work. Furnish three (3) examples of previous projects similar to the requirements stated in NM Tech's SOW category. The reference information should include the following:<br>a. Name and location<br>b. Name, address, email address and telephone number of owner's representative<br>c. Project description<br>DO NOT GIVE NMT AS A REFERENCE<br><br>The previous work experience for the firm will be evaluated for their similarity to the requirements of NM Tech as stated in the SOW. In addition, customer satisfaction will be evaluated. | |
| **Approach to Providing Deliverables:**<br>Proposer should describe the approach and team of staff or subcontractors that they could utilize to address the categories and deliverables proposed in the SOW. Resumes of key personnel and subcontractors should be provided.<br><br>Resumes will be evaluated to determine the adequacy of the individual / firm / subcontract being offered. Adequacy will be determined by reviewing such factors as:<br>• Applicable experience towards the position proposed<br>• Education<br>Experience/Qualifications with projects similar in nature. | |
| **Cost:**<br>Provide hourly rates for proposed staff, and unit rates for equipment, materials, supplies, and subcontractors where proposed. | |
| | |
| **New Mexico Resident Business and Native American Resident Business:**<br>Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue<br>Department. | 8 |
| **New Mexico Veteran Resident Business and Native American Resident Veteran Business:**<br>Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue<br>Department. | 10 |

4.2 The price portion of the offer shall remain sealed until the evaluation committee has completed its evaluation of the technical portions for all Proposers and has prepared technical scores for each. The evaluation committee will evaluate each Proposer's offer and then establish, by consensus, percentage points for each evaluation criteria. Award will be made to the Proposer(s) who receives the highest total score.

**5. TERMS AND CONDITIONS**

5.1 General

5.1.1 NMIMT's Terms and Conditions are an equal and integral part of this RFP.

5.1.2 This RFP, addenda, and all attachments will be considered to be part of and incorporated into the resultant contract or purchase order by reference.

5.1.3 The Proposer shall include all applicable costs in their proposal, including but not limited to licenses, materials and labor.

5.1.4 The freight terms shall be Freight Prepaid unless otherwise agreed to at the time of award. The F.O.B. will be destination unless otherwise agreed to at the time of award.

5.1.5 This RFP constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered or amended in any way except as provided for this RFP. This RFP and the resultant contract will be interpreted and governed by the Laws of the State of New Mexico.

5.2 NMIMT reserves the right to select the combination of goods and services that appear best-suited to meet the needs of NMIMT. NMIMT reserves the right to reject any offer outright even if technically superior, if such an offer exceeds NMIMT's available resources.

5.3 In evaluating the responses, the Purchasing Services Office reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract to the Proposer that best serves the interests of NMIMT.

5.4 Expenses for developing offers, pre-proposal and site visits, and for demonstrations, if requested, are entirely the responsibility of the Proposer and shall not be chargeable in any manner to NMIMT.

5.5 NMIMT reserves the right to negotiate a change in Proposer's representative if the assigned representative is not supplying NMIMT's needs adequately. The right shall carry forward through the RFP period and the full time during which the service acquired as a result of the Request for Proposal is provided to NMIMT.

5.6 If Propoposer's offer is accepted, the offer and appropriate modifications will be incorporated in the contract entered into between NMIMT and Contractor.

5.7 The Purchasing Services Office will contract for the proposed goods and / or services from the selected Contractor. Third-Party Subcontractors to the Contractor will be expected to comply with all terms and conditions of the award. During the term of the agreement, no work is to be performed by the Contractor without the express written consent of the Purchasing Service Office. Any work performed without written authorization shall be at the Contractor's expense. Any resulting agreement will be the exclusive statement of understanding between the parties with respect to its subject matter and shall consist of the following, in order of precedence:

1) NMIMT RFP# and all addenda
2) Proposer's Offer

5.8 NMIMT shall reserve the right to terminate any contract entered into as a result of the RFP at any time by giving thirty (30) days written notice of its intent to cancel. In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, NMIMT shall notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. NMIMT reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contract.

5.9 The Proposer must state those standard terms and conditions which the Proposer will expect NMIMT to consider. Any deviation from proposal specifications must be clearly identified by the Proposer. This RFP will prevail in the event of a conflict between the Proposer's offer and the RFP. NMIMT will consider but is not bound by any Proposer's standard terms and conditions. If an impasse occurs, the offer shall be disqualified.

5.9.1 Any proposed changes to the terms and conditions attached to this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by NMIMT at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

5.9.2 NMIMT reserves the right to reject a proposal on the basis the compromising language which cannot be accepted by NMIMT. Any additional terms and conditions which may be the subject of negotiation will be discussed only between NMIMT and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

5.10 It shall be each Contractor's responsibility to provide for the safety of workers and public in compliance with the requirements of insurance and public health and safety.

5.11 The selected Contractor(s) shall be required to provide insurance certificates to the Purchasing Services Office as part of the resulting contract. Coverage must be maintained in full force for the duration of the contract, or until complete and successful performance of the contract is acknowledged by NMIMT. The following minimum amounts are required:

WORKER'S COMPENSATION - Minimum by Statute

COMMERCIAL GENERAL LIABILITY - INCLUDING CONTRACTUAL

| | |
|---|---|
| Single Limit | $500,000 OR |
| Bodily Injury Liability | $100,000 each person and $500,000 each occurrence |
| Property Damage Liability | $100,000 each occurrence |

COMPREHENSIVE AUTOMOBILE - Including Owned and Non-owned

| | |
|---|---|
| Single Limit | $500,000 OR |
| Bodily Injury Liability | $100,000 each person and $500,000 each occurrence |
| Property Damage Liability | $100,000 each occurrence |

5.12 Each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.

5.12.1 The Contractor shall adhere to the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupation Health and Safety Regulations, and Radiation Control Bureau regulations that apply to work performed under this proposal. The Contractor shall defend, indemnify, and hold NMIMT free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

5.13 NMIMT is an agency of the State of New Mexico. In accordance with State Statutes, Sections 7-9-13 and 7-9-54, sales of tangible personal property to NMIMT are specifically exempted from New Mexico Gross Receipts Tax. This exemption does not apply to the purchase of services, leases of property, or items purchased for a construction project.

5.13.1 All proposal amounts shall EXCLUDE any applicable Gross Receipts Tax. If the resulting contract is taxable, show the amount of the tax as a separate item on the itemized list.

5.13.2 Federal Registration #: 85-6000-411 New Mexico Identification #: CRS 01-507116-002

5.13.3 A Nontaxable Transaction Certificate (NTTC) can be obtained from NMIMT by sending a request to purchasing@nmt.edu along with company name, address and TIN or NM CRS number.

5.13.4 When appropriate, Contractor agrees to certify to the County of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-025 in the unincorporated areas of Socorro County. Contractor agrees to certify to the City of Socorro that all applicable Gross Receipts Taxes ("GRT") have been reported and paid under location code 25-125 for work performed in the incorporated areas of Socorro.

5.14 In accordance with NMSA 13-1-129, Proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Contractor. Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting entity with no obligation by NMIMT.

5.15 The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: http://www.uscis.gov/files/form/i-9.pdf **NMIMT's E-Verify Company ID Number is 165512**

5.16 Any Contractor and Subcontractor(s) working on a contract(s) entered into subsequent to this RFP shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, national origin, race, religion, gender, sexual orientation, or veteran status.

5.17 During the term of this agreement, NMIMT reserves the right to contract with the awarded Contractor for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

5.18 NMIMT reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by NMIMT personnel or a third party under contract with NMIMT. NMIMT shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMIMT the Contractor agrees to fully cooperate with the auditors.

5.19 Unless otherwise specifically stated by the Proposer, all equipment, materials, supplies and workmanship furnished or installed is to be free of defects and Proposer shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation unless otherwise agreed to in writing at the time of award. Proposer also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by offeror. All applicable UCC warranties express and implied, are incorporated herein.

5.20 The performance of the Contract by NMIMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMIMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMIMT decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate the Contract or propose modifications to accommodate the insufficient funds and / or appropriations and / or authorizations. If NMIMT proposes modifications, the Contractor shall within

thirty (30) days after receiving NMIMT's notice give NMIMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate the Contract. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMIMT be liable for any financial or other penalty on account of any termination or modification of the Contract as a result of insufficient funds, appropriations or authorizations.

**6. DISCUSSIONS WITH PROPOSERS AND AWARD**

6.1 The Procurement Code permits, and NMIMT reserves the right to conduct discussions with any or all Proposers, or to make an award of a contract without such discussions based only on evaluation of the written offers. NMIMT likewise reserves the right to designate an Evaluation Committee in evaluating the offers according to the evaluation criteria. NMIMT shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.2 If NMIMT is unable to negotiate a contract with the one selected as most qualified, negotiations will be terminated at the discretion of NMIMT. Negotiations will then be initiated with the next most qualified, or the procurement process will be terminated and new proposals requested.

**7. PROCUREMENT CODE**

7.1 This award shall be made pursuant to the provisions of the Procurement Code governing procurement of goods and services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

**8. RESIDENTIAL AND NATIVE AMERICAN PREFERENCE**

8.1 A New Mexico resident business shall be awarded the equivalent of eight percent (8%) of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Offer form and attach your certificate to your response. Preferences may not be combined. Procurements involving federal funds are excluded from in-state preference laws.

**9. VETERANS AND VETERAN NATIVE AMERICAN PREFERENCE**

9.1 A New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent (10%). The preference may not be combined with the residential preference. Procurements involving federal funds are excluded from in-state preference laws.

**10. TERM**

10.1 Term of Agreement
The term of this Agreement shall be one (1) year from the date of execution, with the option to renew this Agreement for up to three (3) additional one (1) year terms by mutual written consent of the parties, not to exceed four (4) years in total.
Services under this Agreement shall be ordered on an as needed basis during the term of the contract. The quantities identified in the Scope of Work represent estimated quantities for proposal evaluation purposes only and shall not be construed as a minimum or maximum quantity of services to be ordered by NMIMT. NMIMT reserves the right to request additional testing services within the scope described in the Scope of Work.

**11. PUBLIC INSPECTION**

11.1 General: After award, the register of offers shall be open to public inspection. Each offer, except those portions for which the Proposer has made a written request for confidentiality, shall also be open to public inspection.

11.2 Confidential Data: If a citizen of this State requests disclosure of data, for which a Proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the citizen’s request and make a written determination that specifies which portions of the offer should be disclosed. Unless the Proposer protests under Section 13-1-172 NMSA 1978, the offer will be so disclosed. The offer shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**12. LICENSES AND PERMITS**

12.1 The Contractor must keep himself informed of, and in adherance to, all laws and ordinances governing any matter related to the services to be performed. The Contractor shall obtain all necessary licenses and permits, and shall be aware of all labor conditions and agreements relating to the work specified in this document and shall make all provisions necessary to avoid any dispute which might arise from those conditions and agreements and shall be responsible for any delays, damages or extra costs caused by such disputes. The Contractor shall be solely engaged in this type of work and service.

**13. CONTRACT TERMINATION**

13.1 NMIMT reserves the right to terminate the contract with ninety (30) days written notice by the Chief Procurement Officer via certified mail to the address listed on the signature page of the RFP if any of the terms of the proposal and subsequent contract are violated.

13.1.1 If, through any cause and as determined solely by NMIMT, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, NMIMT shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of NMIMT, become the property of NMIMT, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to NMIMT for damages sustained by NMIMT by virtue of any breach of this agreement by the Contractor, and NMIMT may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMIMT from the contract is determined.

13.1.2 NMIMT may terminate the Contract at any time by giving ninety (30) days written notice to the Contractor. If the Contractor is terminated by NMIMT as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

**14. GOVERNMENT FLOW-DOWN PROVISIONS**

14.1 The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "New Mexico Institute of Mining and Technology (NMIMT) and the "Chief Procurement Officer" respectively. The following provisions of the FAR apply at the specified order dollar amounts:

| Title | Applicability | FAR Reference |
|---|---|---|
| Equal Employment Opportunity | All Orders | 52.222-26 (Sept 2016) |
| Debarment and Suspension | All Orders | 52.209-6 (Jun 2020) |
| Rights in Data Alt IV | All R&D Orders | 52.227-14 (May 2014) |
| Anti-Kickback Act | Construction Over $2K | 52.203-7 (Jun 2020) |
| Limitations on Payments to Influence Certain Federal Transactions | Orders exceeding $150K | 52.203-12 (Jun 2020) |
| Audit & Negotiations Alt II | All Orders Over $100K | 52-215-2 (Jun 2020) |
| Davis Bacon Act | Construction Over $2K | 52.222-6 (Aug 2018) |
| Contract Work Hours & Safety Standards | Construction and Labor Hour Contracts Over $2.5K | 52.222-4 (Mar 2018) |
| E-Verification | All Orders | 52.222-54 (Oct 2015) |
| Certification and Disclosure Regarding Payments to Influence Certain Transactions | All Orders Over $150K | 52.203-11 (Sept 2007) |
| Patent Rights | All Orders | |

| | | |
|---|---|---|
| Ownership by the Contractor | | 52.227-11 (May2014) |
| Ownership by the Government | | 52.227-13 (Dec 2007) |
| Buy American Act | All Orders over $3K | 52.225-2 (May 2014) |
| Contract Terms & Conditions, Commercial Items | All Orders over $10K | 52.212-4 (Oct 2018) |
| Energy Efficiency in Energy-Consuming Products | All Orders and Services with Energy Consuming Products | 52.223-15 (May 2020) |
| Contract Provisions for Non-Federal Entity Contracts Under Federal Awards | All Orders over $150K | CFR200.236 |
| Small Business Subcontracting Plan | All Orders over $700K | 52.219-9 (June 2020) |
| Subcontractor Certified Cost or Pricing | All Orders over $750K | 52.215-12 (June 2020) |
| Requiring Certified Cost or Pricing Data | All Orders over $750K | 15.403-4 |
| Disclosure and Consistency of Cost Acctg | All Orders over $750K | 52.230-3 (June 2020) |
| Recovered Material | Biobased products that use USDA designated items | 52.223-1 (May 2012) |
| Recovered Material | Biobased products that do not use USDA designated items | 52.223-2 (Sept 2013) |
| Recovered Material | EPA Designated items except off the shelf Items less than $150K | 52.223-4 (May 2008) |
| Recovered Material | EPA Designated items except off the shelf Items greater than $150K | 52.223-9 (May 2008) |
| Recovered Material | EPA-designated items Service and Construction | 52.223-17 (Aug 2018) |

## 15. Scope of Work

### 15.1 Introduction

With this Scope of Work, the New Mexico Institute of Mining and Technology (NMIMT) seeks to establish a contract with an accredited materials testing laboratory to perform composite laminate testing services in support of a space technology demonstration project in collaboration with Metis Design Inc.

All testing shall be performed by a laboratory with documented accreditation applicable to the ASTM standards identified herein and demonstrated capability to handle ITAR controlled materials.

Specimens will be delivered during the first week following issuance of the purchase requisition. Certain tests require samples to reach wet moisture equilibrium prior to testing. This condition will be achieved by exposing the samples to an environment of 140°F and 85% relative humidity. It is anticipated that moisture equilibrium will be reached within approximately three to four weeks. Once equilibrium is achieved, the applicable testing will be conducted. All required testing shall be completed within thirty calendar days after the samples have reached the proper conditioning level.
Offerors shall propose fully burdened pricing for each test category.

### 15.2 Testing Requirements

15.2.1 ASTM D3039 Tensile Properties (Ambient Test Condition)

Test according to ASTM D3039 Tensile Properties under ambient laboratory conditions.

Deliverables Include

- Ultimate Tensile Strength
- Modulus
- Poisson's Ratio
- Strain to Failure

Strain data gathered by two linear strain gauges. No photos required.

Testing Conditions

- Specimens delivered ready for testing
- No pretest conditioning required
- Testing performed under ambient laboratory conditions

Quantity

- 60 total specimen tests

15.2.2 ASTM D3039 Tensile Properties (Hot Wet Test Condition)

Test according to ASTM D3039 Tensile Properties under hot wet conditions.

Deliverables Include

- Ultimate Tensile Strength
- Modulus
- Poisson's Ratio
- Strain to Failure

Strain data gathered by two linear strain gauges. No photos required.

Testing Conditions

- Specimens delivered ready for testing
- Specimens brought to wet moisture equilibrium through exposure at 140F and 85 percent relative humidity prior to testing
- Testing performed at 180F

Quantity

- 60 total specimen tests

15.2.3 ASTM D695 Compressive Modulus (Ambient Test Condition)

Test according to ASTM D695 Compressive Modulus under ambient laboratory conditions.

Deliverables Include

- Compressive Modulus

Strain measured by linear strain gauge. No photos required.

Testing Conditions
- Specimens delivered ready for testing
- No pretest conditioning required
- Testing performed under ambient laboratory conditions

Quantity
- 60 total specimen tests

15.2.4 ASTM D695 Compressive Modulus (Hot Wet Test Condition)

Test according to ASTM D695 Compressive Modulus under hot wet conditions.

Deliverables Include
- Compressive Modulus

Strain measured by linear strain gauge. No photos required.

Testing Conditions
- Specimens delivered ready for testing
- Specimens brought to wet moisture equilibrium through exposure at 140F and 85 percent relative humidity prior to testing
- Testing performed at 180F

Quantity
- 60 total specimen tests

15.2.5 ASTM D3518 In Plane Shear Properties (Ambient Test Condition)

Test according to ASTM D3518 for In Plane Shear Properties under ambient laboratory conditions.

Deliverables Include
- In Plane Shear Strength
- In Plane Shear Modulus

Strain data gathered by two linear strain gauges. No photos required.

Testing Conditions
- Specimens delivered ready for testing
- No pretest conditioning required
- Testing performed under ambient laboratory conditions

Quantity
- 160 total specimen tests

15.2.6 ASTM D3518 In Plane Shear Properties (Hot Wet Test Condition)

Test according to ASTM D3518 for In Plane Shear Properties under hot wet conditions.

Deliverables Include
- In Plane Shear Strength
- In Plane Shear Modulus

Strain data gathered by two linear strain gauges. No photos required.

Testing Conditions
- Specimens delivered ready for testing
- Specimens brought to wet moisture equilibrium through exposure at 140F and 85 percent relative humidity prior to testing
- Testing performed at 180F

Quantity
- 160 total specimen tests

**15.3 Deliverables**

The Contractor shall provide electronic test reports for each ASTM standard and test condition. Reports shall include:

- Raw data
- Calculated results
- Certification of compliance with the applicable ASTM procedures

The Contractor must demonstrate capability to handle ITAR controlled materials.

## PROPOSAL FORMS

**(ALL FORMS TO BE COMPLETED, SIGNED AND INCLUDED IN OFFER)**

## OFFER

**To:** New Mexico Institute of Mining and Technology
801 Leroy Place
Socorro, NM 87801

**Re:** RFP# 26030021

Offer of _____ (hereinafter called Proposer) a:

Corporation ☐ Partnership ☐ or Individual ☐

The Proposer in compliance with RFP mentioned above having examined the proposal documents and the site of the proposed work (if applicable), hereby proposes to furnish all materials, equipment, labor and supplies and to complete the work at the prices stated in their offer. These prices, excluding New Mexico Gross Receipts Taxes, are to cover all expenses incurred in performing the Work as required in the RFP proposal.

The Proposer accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposer. This offer will remain subject to acceptance for ninety (90) days after the day of Proposal opening.

An award shall be made pursuant to the evaluation criteria in the Instruction to Proposers. The Institute reserves the right to accept or reject any all offers, based entirely on its own judgment as to which are in the best interest of the Institute and/or within available funds.

By signing this form, proposers acknowledge receipt of the following addendum/addenda:

#1_____ #2_____ #3_____ #4_____ #5_____ #6_____ #7_____ #8 _____

| | |
|---|---|
| _____ | _____ |
| *Title* | *Date* |
| _____ | _____ |
| *Telephone* | *Email* |
| _____ | _____ |
| *Resident Contractor Certification Number (include a copy with the offer)* | *Resident Veteran Contractor Certification Number (include a copy with the offer)* |
| _____ | _____ |
| *Signature* | *Date* |

Please provide a point of contact for questions regarding your offer:

| | |
|---|---|
| _____ | _____ |
| *Name* | *Telephone* |

_____

*Email*

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(please return with Offer)

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"**Pendency of the procurement proces**s" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member, or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____
(Attach extra pages if necessary)

_____ _____
*Name* *Title*

_____ _____
*Signature* *Date*

–OR–

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member, or representative.

_____ _____
*Name* *Title*

_____ _____
*Signature* *Date*

## CERTIFICATION REGARDING

## DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(please return with Offer)

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Debarment: Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this proposal been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Anti-Kickback: Per N.M.S.A. 13-1-191 & 198 and the Federal Acquisition Regulation (FAR 52.203.7) Anti-Kickback Act of 1986, in signing this offer we certify that we have not made, or accepted any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which was provided for the purpose of improperly obtaining, or as a reward for favorable treatment in connection with, any prime contract, or a subcontract relating to a prime contract.

I understand that a false statement of this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to $10,000 or imprisonment for up to 5 years, or both.

| | |
|---|---|
| _____ | _____ |
| *Name* | *Title* |
| _____ | _____ |
| *Signature* | *Date* |

## NON-COLLUSION AFFIDAVIT

(please return with Offer)

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that he/she is (title) _____ of (organization) _____ submits herewith to New Mexico Institute of Mining and Technology, a proposal and that all statement of fact in such proposal is true.

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of NMIMT, or any Proposer of anyone else interested in the proposed contract and further,

That prior to the public opening and reading of proposal, said Proposer:

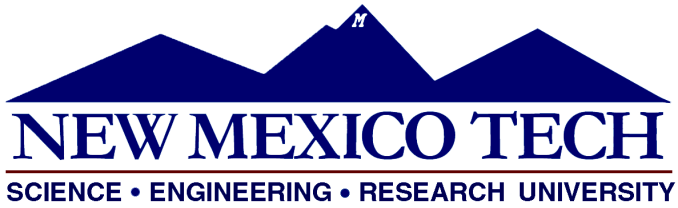
1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price or fix the proposal price of said Proposer or of anyone else or to raise or fix any overhead, profit or cost element of their proposal price or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that NMIMT, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

_____ _____

*Name* *Title*

_____ _____

*Signature* *Date*




PROFESSIONAL SERVICES AGREEMENT (PSA)

Agreement / Purchase Order Number: _____

THIS AGREEMENT, made and entered into this ____ day of _____, 20___ by and between New Mexico Institute of Mining and Technology, hereinafter called New Mexico Tech, and

Vendor Name:

Address:

Hereinafter called the "Contractor"

WITNESSETH:

NOW THEREFORE, in consideration of the premises and of the mutual and reciprocal promises of the parties hereto, is hereby covenanted and agreed by and between parties:

1. That the Contractor will render the following professional services to New Mexico Tech: _____

_____

2. That the Contractor represents and warrants that the Contractor is professionally qualified to render the consultant services required by New Mexico Tech and possess any licenses and / or certifications required under state or federal law to perform the services required under this Agreement.

3. If the work to be performed under this Agreement is funded wholly or in part by the federal government, the Contractor represents and warrants that neither Contractor nor any employee of Contractor nor any subcontractor of Contractor are employees of the funding agency.

4. That the Contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him / her by New Mexico Tech.

5. That the Contractor shall provide written progress reports and schedules in sufficient detail to the Department at a frequency agreed upon between the parties.

6. That the Contractor will serve New Mexico Tech diligently and faithfully, and according to its ability and in all respects will use his / her utmost endeavors to promote the interest of New Mexico Tech.

7. That the Contractor will maintain records indicating the date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of New Mexico Tech. If federal funds are used under this Agreement, the Contractor and its subcontractors shall preserve fiscal records and supporting documentation for a period of three (3) years from the date of termination of this Agreement if an audit to the satisfaction of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards has occurred by that time. If such audit has not occurred by that time, the records must be retained until an audit has occurred or for a period of five (5) years from the date of termination of this Agreement,

whichever comes first. If any litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Contractor shall make its fiscal records and supporting documentation available for audit by New Mexico Tech and / or the Federal Government and any persons or entities hired by the above named. The Contractor shall refund any costs disallowed by such audit to New Mexico Tech.

8. That services rendered by the Contractor shall be performed at _____ or where New Mexico Tech shall designate. Contractor shall provide written notification to the Department when the costs incurred exceeds seventy-five percent (75%) of the total amount obligated under this Agreement.

9. That for the services rendered satisfactory, New Mexico Tech agrees to pay the Contractor compensation as follows, at the following rate (hourly or daily) of $_____ plus expenses (if applicable) as follows: _____. Such compensation and expenses not to exceed $_____ including tax, payable by New Mexico Tech upon receipt of a signed invoice or Payee Claim for Reimbursement. The Contractor will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this Agreement.

10. Invoices shall be sent to New Mexico Tech, Accounts Payable, 801 Leroy Place, Socorro, NM 87801. Invoices shall be presented at the beginning of each month covering services and / or expenses incurred during the previous month, all applicable taxes shall be shown as a separate line item. The purchase order number shall be clearly marked on all invoices.

11. New Mexico Tech understands and agrees that the contractor may request additional funding to cover the day-to-day workflow activities that exceed the agreed amount on this document; the Contractor will request such additional funding upon previous discussion and approval from New Mexico Tech and Sponsor. Additional funding will be provided only on the issuance of an approved change order to the purchase order. No verbal approval shall be given.

12. That the Contractor is an independent contractor/ /corporation, is not an employee of the Sponsor, performing professional services for New Mexico Tech. The Contractor is responsible for any applicable state or federal taxes, a Form 1099 Nonemployee Compensation will be issued for any payments made. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of New Mexico Tech as a result of this Agreement.

13. The performance of this Agreement by New Mexico Tech is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. New Mexico Tech's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If New Mexico Tech decides that sufficient funds are not available and / or sufficient appropriations and / or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving New Mexico Tech's notice give New Mexico Tech written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall New Mexico Tech be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.

14. That the Contractor shall not assign any interest in this Agreement or transfer any interest in same or assign any claim for money due or to become due under this Agreement without the prior written consent of New Mexico Tech.

15. That either party, independent or in concert, may terminate this Agreement by giving thirty (30) days written notice to the other party.

16. That this Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. That this Agreement shall not be altered, changed, or amended except by the instrument in writing executed by the parties hereto. The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.

18. That this Agreement shall be deemed to be an Agreement made in accordance with the laws of the State of New Mexico.

19. Each party will be solely responsible for its liability for bodily injury, including death, or damage to property under the common law or statutory law of New Mexico and for only its own attorney fees and costs arising from the act or failure to act of such party or of its regents, directors, members, shareholders, officers, agents and employees pursuant to this Agreement; provided however, the foregoing obligation is a statement of responsibility pursuant to common and statutory law only and does not constitute an agreement to indemnify. The liability and responsibility of New Mexico Institute of Mining and Technology shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4- through 41-4-27, and of any amendments thereto, and shall be construed and applied in accordance with the laws of the State of New Mexico, irrespective of the conflict of law and choice of law principles of New Mexico or any other jurisdiction.

20. Throughout the period of this Agreement, copies of all correspondence, work products, specifications, estimates and other material prepared by the Contractor should be directed to the Department Contact Person. Direct contact or communication by the Contractor with other New Mexico Tech offices or any other state or governmental entity concerning the Agreement shall be made only with the prior knowledge and approval of the Department Contact Person.

21. All documents which are prepared by the Contractor or any subcontractor that form a part of its services under this Agreement shall be the property of New Mexico Tech and shall be delivered to New Mexico Tech upon termination of this Agreement if so requested by New Mexico Tech. The Contractor shall be responsible for the protection and / or replacement of any original documents in its possession. New Mexico Tech shall receive all original drawings and documentation.

22. For the consideration payable under this Agreement, the work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. New Mexico Tech shall have sole right and authority to seek statutory copyright protection and to enjoy the benefit of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to New Mexico Tech and shall require all subcontractors to agree in writing that they assign all right, title and interest in work product to New Mexico Tech required by the Agreement.

23. For the consideration payable under this Agreement, the Contractor agrees to report to New Mexico Tech any invention arising out of the work required by this Agreement. New Mexico Tech shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Contractor or subcontractor as part of the performance of the Agreement. The Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Agreement and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Contractor shall require all subcontractors to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Agreement.

24. Confidential information provided by New Mexico Tech to Contractor shall not be disclosed by Contractor, its officers, employees or agents, to any third party, without the express written consent of New Mexico Tech.

25. The Contractor shall follow the Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a). More information regarding the employment requirements can be found at the following website: http://www.uscis.gov/files/form/i-9.pdf NMT E-Verify Company ID Number is 165512.

CONTRACTOR INFORMATION

| | |
|---|---|
| _____ | _____ |
| NAME | MAILING ADDRESS |
| _____ | _____ |
| TELEPHONE NUMBER | CITY / ST/ ZIP CODE |
| _____ | |
| EMAIL ADDRESS | |

DEPARTMENT INFORMATION

| | | |
|---|---|---|
| _____ | _____ | |
| DEPARTMENT | CONTACT PERSON | TELEPHONE NUMBER |

EFFECTIVE DATE: _____

TERMINATION DATE: _____

TOTAL AMOUNT THIS AGREEMENT SHALL NOT EXCEED: $_____

THIS AGREEMENT BETWEEN NEW MEXICO TECH AND _____

HAS BEEN APPROVED BY:

| | |
|---|---|
| _____ | _____ |
| SIGNATURE OF CONTRACTOR | SIGNATURE OF PURCHASING REPRESENTATIVE |
| _____ | _____ |
| SIGNATURE OF DEPARTMENT | SIGNATURE OF VICE PRESIDENT FOR ADMINISTRATION AND FINANCE |

____THIS AGREEMENT IS NOT A FEDERALLY FUNDED PROJECT.

____THIS AGREEMENT IS A FEDERALLY FUNDED PROJECT AND THE ATTACHED FEDERAL ACQUISITION REGULATIONS (FAR) CERTIFICATIONS, and FLOW-DOWN PROVISIONS APPLY.

Allowability of Costs under Sponsor's prime contract will be determined in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Allowability of subcontractor costs, if commercial entity, will be determined in accordance with FAR 31.2 Cost Principles for Contracts with Commercial Organizations. In the event any subcontractor costs are disallowed under the prime contract because of a conflict between the provisions of 2 CFR 200 and FAR 31.2, the provisions of 2 CFR 200 shall govern.

**THE FOLLOWING MUST BE CERTIFIED FOR ALL AGREEMENTS $25,000 OR GREATER USING FEDERAL FUNDS**

***CONFLICT OF INTEREST***

**The authorized Person, Firm and / or Corporation states that to the best of his/her belief and knowledge:**

No employee or Regent of New Mexico Tech (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Contractor or in the proposed transaction. Contractor neither employs, nor is negotiating to employ, any New Mexico Tech employee, Regent or close relative, with the exception of the person(s) identified below. Contractor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify the legislator(s):

_____ _____ _____

List below the name(s) of any New Mexico Tech employee, Regent or close relative who now or within the preceding twelve (12) months

(1) works for the Contractor;

(2) has an ownership interest in the Contractor (other than as an owner of less than 1% of Contractor's stock, if Contractor is a publicly traded corporation);

(3) is a partner, officer, director, trustee or consultant to the Contractor;

(4) has received grant, travel, honoraria or other similar support from Contractor; or

(5) has a right to receive royalties from the Contractor.

_____ _____ _____

NAME OF INDIVIDUAL(S)

***DEBARMENT/SUSPENSION STATUS***

The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency per FAR 52.209-5. The Contractor agrees to provide immediate notice to the New Mexico Tech Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

_____ _____ _____

Signature Title Date

_____ _____

Printed Name Company Name

_____ _____

Address City / State / Zip Code

**THE FOLLOWING MUST BE CERTIFIED FOR ALL AGREEMENTS $100,000 OR GREATER USING FEDERAL FUNDS**

***CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS***
**(September, 2005)**

1. In accordance with FAR 52.102, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in this certification.

2. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989

A. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.

B. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

C. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

3. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT***

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

**CERTIFICATION**

The undersigned hereby certifies that he / she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he / she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

| _____ | _____ | _____ |
|---|---|---|
| Signature | Title | Date |
| _____ | _____ | |
| Printed Name | Company Name | |
| _____ | _____ | |
| Address | City / State / Zip Code | |

## GOVERNMENT FLOW-DOWN PROVISIONS

The resulting order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part, of the terms and conditions of the resulting order. In the event of any conflict between previously referenced terms and conditions and the Government Flow-Down Provisions, the Government Flow-Down Provisions take precedence. The clauses contained in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "New Mexico Institute of Mining and Technology (NMIMT) and the "Chief Procurement Officer" respectively. The following provisions of the FAR apply at the specified order dollar amounts:

| Title | Applicability | FAR Reference |
|---|---|---|
| Equal Employment Opportunity | All Orders | 52.222-26 (Sept 2016) |
| Debarment and Suspension | All Orders | 52.209-6 (Jun 2020) |
| Rights in Data Alt IV | All R&D Orders | 52.227-14 (May 2014) |
| Anti-Kickback Act | Construction Over $2K | 52.203-7 (Jun 2020) |
| Limitations on Payments to Influence Certain Federal Transactions | Orders exceeding $150K | 52.203-12 (Jun 2020) |
| Audit & Negotiations Alt II | All Orders Over $100K | 52-215-2 (Jun 2020) |
| Davis Bacon Act | Construction Over $2K | 52.222-6 (Aug 2018) |
| Contract Work Hours & Safety Standards | Construction and Labor Hour Contracts Over $2.5K | 52.222-4 (Mar 2018) |
| E-Verification | All Orders | 52.222-54 (Oct 2015) |
| Certification and Disclosure Regarding Payments to Influence Certain Transactions | All Orders Over $150K | 52.203-11 (Sept 2007) |
| Patent Rights | All Orders | |
| Ownership by the Contractor | | 52.227-11 (May2014) |
| Ownership by the Government | | 52.227-13 (Dec 2007) |
| Buy American Act | All Orders over $3K | 52.225-2 (May 2014) |
| Contract Terms & Conditions, Commercial Items | All Orders over $10K | 52.212-4 (Oct 2018) |
| Energy Efficiency in Energy-Consuming Products | All Orders and Services with Energy Consuming Products | 52.223-15 (May 2020) |
| Contract Provisions for Non-Federal Entity Contracts Under Federal Awards | All Orders over $150K | CFR200.236 |
| Small Business Subcontracting Plan | All Orders over $700K | 52.219-9 (June 2020) |
| Subcontractor Certified Cost or Pricing | All Orders over $750K | 52.215-12 (June 2020) |
| Requiring Certified Cost or Pricing Data | All Orders over $750K | 15.403-4 |
| Disclosure and Consistency of Cost Acctg | All Orders over $750K | 52.230-3 (June 2020) |
| Recovered Material | Biobased products that use USDA designated items | 52.223-1 (May 2012) |
| Recovered Material | Biobased products that do not use USDA designated items | 52.223-2 (Sept 2013) |
| Recovered Material | EPA Designated items except off the shelf Items less than $150K | 52.223-4 (May 2008) |
| Recovered Material | EPA Designated items except off the shelf Items greater than $150K | 52.223-9 (May 2008) |
| Recovered Material | EPA-designated items Service and Construction | 52.223-17 (Aug 2018) |