**STATE OF NEW MEXICO**

**Agency Small Contract**

**INFORMATION TECHNOLOGY AGREEMENT**

**(For use with any Agreement $60,000.00 or less, excluding GRT)**

Name of Agency or Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico, [**Insert Agency Name**], referred to as “Procuring Agency” and [**Insert Contractor Name**] referred to as “Contractor” and they are collectively referred to as the “Parties.”

WHEREAS, pursuant to the [**CHOICE #1** - Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et seq.*; OR **CHOICE #2** – New Mexico State Use Act (13-1C-1 NMSA 1978);] Contractor has held itself out as expert in implementing the Scope of Work as contained herein and Procuring Agency has selected Contractor as the offeror most advantageous to the State of New Mexico; and

[**CHOICE #1** - If procurement method is an RFP or Sole Source, use the following language: WHEREAS, all terms and conditions of the [**RFP Number and Name**] [**SOLE SOURCE**] and Contractor’s response(s) to such document(s) are incorporated herein by reference; and]

[**CHOICE #2** – If procurement method is a state price agreement, use the following language: “WHEREAS, this Agreement is issued against the state price agreement, established and maintained by the New Mexico State Purchasing Division of the General Services Department, (“SPD”) [**Insert state price agreement number and name**], and through this language the Parties hereby incorporate the state price agreement by reference and give the state price agreement’s terms and conditions precedence over the terms and conditions contained in this Agreement;”]

WHEREAS, the Parties agree that, pursuant to the Procurement Code, 1.4.1.52 *et seq.* the total amount to be paid by Procuring Agency to Contractor pursuant to this Agreement is SIXTY THOUSAND DOLLARS ($60,000.00) or less, excluding taxes.

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES**:

1. Scope of Work

Deliverables - Contractor will provide to Procuring Agency certain services and/or products (“Deliverables”), stated in the Scope of Work, which is attached to, and incorporated herein, as “Exhibit A.”

In the event Contractor fails to deliver the Deliverables, Procuring Agency may provide written notice to Contractor of the default and specify a reasonable period of time, not exceeding ten (10) business days, in which Contractor will advise Procuring Agency of the specific measures Contractor will take to cure the default and Contractor’s timetable to implement those measures. Nothing in this subparagraph will be construed to prevent Procuring Agency from exercising its rights pursuant to Section 7, below.

1. Due Dates for Deliverables

The due dates for Contractor’s delivery of the Deliverables to Procuring Agency will not be altered or waived by Contractor without receiving the prior written approval of Procuring Agency’s project manager or designated representative (“Representative”). An amendment to this Agreement is not required if a change in a Deliverable due date does not extend the overall term of this Agreement.

1. Acceptance and Payment

A. Submission of Payment Invoice. Upon completion and delivery of each Deliverable, Contractor will submit an invoice for payment (“Payment Invoice”) with the Deliverable, or a description of the Deliverable, to Representative. Each Payment Invoice will be submitted for the full Deliverable price stated in Paragraph 4. C., below, or a portion of the full Deliverable price, pursuant to the Scope of Work, Exhibit A.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978; Representative will determine if the Deliverable provided by Contractor meets Procuring Agency’s specifications. No payment will be made by Procuring Agency for a Deliverable until Representative delivers a written acceptance of the Deliverable to Contractor on Procuring Agency’s behalf. In order to accept the Deliverable, Representative will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that Deliverable:

1. Complies with the requirements stated in the Scope of Work, Exhibit A, attached hereto; and

2. Fully complies with the terms of this Agreement.

If a Deliverable is accepted by Procuring Agency, Representative will notify Contractor of Procuring Agency’s acceptance, in writing, within fifteen (15) business days from the date Representative receives the Deliverable. Procuring Agency will then pay Contractor’s submitted invoice according to the State of New Mexico procurement rules.

C. Rejection. Unless Representative gives written notice to Contractor of Procuring Agency’s rejection within the fifteen (15) day business day acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed by Representative to be rejected according to Procuring Agency’s quality assurance requirements (“Quality Assurance”), fifteen (15) days from the date Representative receives the Deliverable(s) and Contractor’s accompanying Payment Invoice, Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of Representative’s comments, Contractor will have ten (10) business days to resubmit the Deliverable to Representative with all appropriate corrections or modifications made and/or addressed. Representative will then determine whether the Deliverable is acceptable and provide a written determination to Contractor as soon as possible, but within no more than fifteen (15) business days of Representative’s receipt of the revised or amended Deliverable. If the Deliverable is still deemed unacceptable and is thus rejected, Contractor will be required to provide a remediation plan that will include a timeline concerning Contractor’s proposed corrective measures to Representative. Contractor will also be subject to any and all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and that may be available to Procuring Agency at law or equity.

1. Compensation Schedule

A. Procuring Agency will pay Contractor the price of the Deliverable stated in the Scope of Work, Exhibit A, less retainage if appropriate; and **[CHOICE #1** – Use either: **excluding** gross receipts tax or **including** gross receipts tax.]

B. Procuring Agencywill pay Contractor upon receipt of Contractor’s Payment Invoice, together with a detailed statement of account concerning the Deliverable and any additional expenses incurred hereunder, and as previously agreed by the Parties in writing. All invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Invoices received by Procuring Agency after the termination date WILL NOT BE PAID.

C. The total compensation under this Agreement will not exceed [**Insert Dollar Amount**] [**CHOICE #1**- **excluding** New Mexico gross receipts tax. **CHOICE #2** - **including** New Mexico gross receipts tax], consistent with paragraph 4A, above, and paragraph 5B, below.

1. Taxes

A. Contractor is solely responsible to pay any and all taxes that accrue for any monies that Contractor receives from Procuring Agency pursuant to this Agreement.

1. The New Mexico gross receipts tax levied on the amounts payable under this Agreement **[CHOICE #1** – Use either: **will** or **will not**] be paid by Procuring Agency to Contractor.
2. Term

[CHOICE #1: If this Agreement contains professional services whether based on a statewide or agency price agreement or based on a separate procurement for IT professional services (small purchase, RFP, etc.), use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE STATE PURCHASING DIVISION.

[CHOICE #2: If this Agreement is NOT based on a statewide or agency price agreement and is only for tangible property and does not include professional services, use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL OF THE PROCURING AGENCY.

[CHOICE #3: If this Agreement is based on a statewide or agency price agreement and is only for tangible property and/or the Deliverables, use the following language:] THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURE THE PROCURING AGENCY.

This Agreement will terminate on [**Insert Termination Date**], unless sooner terminated pursuant to paragraph 7, below. The term of this Agreement, including extensions and renewals, will not exceed one year, except as stated in Section 13-1-150 NMSA 1978.

1. Termination

A. General. This Agreement may be terminated by either of the Parties upon written notice delivered to the other Party at least ten (10) days prior to the intended date of termination.

B. Appropriations. By Procuring Agency, if required by changes in State or Federal law, or because of Court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico Legislature for the performance of this Agreement. Procuring Agency’s determination concerning whether sufficient appropriations are currently available will be accepted by Contractor and Procuring Agency’s determination will be final. If Procuring Agency terminates this Agreement pursuant to this subsection B, Procuring Agency will use its best effortsto provide Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

1. Notice; Procuring Agency’s Opportunity to Cure.
	1. Except as otherwise provided in Paragraph 7.C.3., below, Procuring Agency will give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
	2. Contractor will give Procuring Agency written notice of termination at least thirty (30) days prior to Contractor’s intended date of termination, which notice will (i) identify all of Procuring Agency’s material breaches of this Agreement upon which Contractor’s termination is based and (ii) state the specific measures Procuring Agency must perform to cure such material breaches. Contractor’s notice of termination will only be effective (i) if Procuring Agency fails to cure all material breaches within the thirty (30) day notice period, or (ii) in the case of material breaches that cannot be cured within thirty (30) days, Procuring Agency does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin its due diligence to cure the material breach.
	3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon written notice to Contractor (i) if Contractor becomes unable to deliver the Deliverables, as determined by Representative; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 7.B, above.
2. Liability. Except as otherwise expressly allowed or provided under this Agreement, Procuring Agency’s sole liability upon termination will be to pay Contractor for accepted Deliverables delivered prior to Contractor’s receipt or issuance of a notice of termination; provided however, that a notice of termination will not nullify or otherwise affect either Party’s liability for pre-termination defaults under, or breaches of, this Agreement. Contractor will submit an invoice for all Deliverables and Contractor’s other services performed, if any, prior to the termination of this Agreement within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE OF NEW MEXICO’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. Status of Contractor

Contractor and its officers, agents, employees, servants or subcontractors (“Agents”) are independent contractors performing professional services for Procuring Agency and are not employees of the State of New Mexico. Contractor and its Agents will not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax purposes.

9. Assignment

Contractor will not assign or transfer any interest, obligation or right in this Agreement or assign any claims for money due or to become due under this Agreement without receiving Procuring Agency’s prior written approval.

10. Subcontracting

Contractor will not subcontract any portion of the Deliverables or other services to be performed under this Agreement without Procuring Agency’s prior written approval.

11. Records and Audit

For a period of three years following the termination of this Agreement, Contractor will maintain detailed time records, which indicate the date, time and nature of the Deliverables and other services provided to Procuring Agency. These records will be subject to inspection by Procuring Agency and the New Mexico State Auditor. Procuring Agency will have a right to audit Contractor’s billings both before and after payment; any payment to Contractor under this Agreement will not act to foreclose the right of Procuring Agency to recover excessive and/or illegal payments made to Contractor.

12. Release

Contractor’s acceptance of final payment of the amount due from Procuring Agency under this Agreement will operate as a release of Procuring Agency, its officers and employees, and the State of New Mexico from any and all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Confidentiality

Contractor will keep confidential any and all confidential information provided by Procuring Agency or developed by Procuring Agency and/or Contractor during Contractor’s performance of this Agreement (“Confidential Information”) and Contractor will not provide Confidential Information to any third party absent Procuring Agency’s prior written approval.

14. Product of Service – Copyright & Intellectual Property

Any and all materials and work product developed, produced or acquired by Contractor ***under this Agreement*** will be deemed “Work for Hire,” and as such, will become the sole and separate property of the State of New Mexico and will be delivered to Procuring Agency no later than the termination date of this Agreement. Nothing developed, produced or acquired, in whole or in part, by Contractor ***under this Agreement*** will be the subject of an application for copyright, patent application or any other claim of ownership by or on Contractor’s behalf. In the event Contractor develops, produces or acquires any Work for Hire which consists of intellectual property, such as copyright(s), invention(s) or other patentable information or material(s), Contractor will, within ten (10) Business Days, of the creation of any such Work for Hire by Contractor, Contractor’s Employees or Contractor’s subcontractor(s),on behalf of itself and its Employees and subcontractor(s), execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such Work for Hire vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of such Work for Hire in any person or entity other than Procuring Agency.

15. Conflict of Interest

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

16. Amendments

A. This Agreement will not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor will, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 above, or to agree to the reduced funding.

17. Merger

This Agreement incorporates all the agreements, covenants and understandings made by and between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, made by the Parties or their agents will be valid or enforceable unless embodied in this Agreement.

18. Notice

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor agrees to assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is determined by Procuring Agency to be out of compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate measures to correct these deficiencies.

20. Invalid Term or Condition

If any term or condition of this Agreement will be held invalid or unenforceable, the remainder of this Agreement will not be affected and will be valid and enforceable.

21. Enforcement of Agreement

A Party's failure to require the strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement will be effective unless expressed and in writing, and no waiver by a Party of any of its rights will be effective so as to waive any of that Party’s other rights herein.

22. Applicable Law

The laws of the State of New Mexico will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

23. Indemnification

Contractor will defend, indemnify and hold harmless Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor’s performance of this Agreement, caused by the negligent act or failure to act of Contractor, or Contractor’s Agents, or if caused by the actions of any of Contractor’s clients resulting in injury or damage to persons or property during the time when Contractor or any of Contractor’s Agents has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by Contractor or any of Contractor’s Agents under this Agreement is brought against Contractor, Contractor will, as soon as practicable, but no later than two (2) days after Contractor receives notice thereof, notify Procuring Agency’s legal counsel, the Risk Management Division of the New Mexico General Services Department, and DoIT by certified mail.

24. New Mexico Employees Health Coverage

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by executing this Agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://www.bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements will apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000, depending on the dollar value threshold in effect at that time.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Insert Procuring Agency Cabinet Secretary Name], Cabinet Secretary

 [Insert Agency Name]

 //$agency-cab-sec

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Insert Contractor Name, Title]

 [Company Name]

 //$contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Insert Procuring Agency CIO Name], Chief Information Officer

 [Insert Procuring Agency Name]

 //$agency-cio

Approved for legal sufficiency:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Insert Procuring Agency General Counsel Name], General Counsel

 [Insert Procuring Agency Name]

 //$agency-gc

Approved for financial sufficiency:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Insert Procuring Agency Chief Financial Officer Name], Chief Financial Officer

 [Insert Procuring Agency Name]

 //$agency-cfo

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and/or compensating taxes:

BTIN ID Number: Enter this number before uploading to DocuSign

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Taxation & Revenue Department

 //$trd

*Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.*

**EXHIBIT A – SCOPE OF WORK**

1. Purpose of the Agreement, including goals and objective are:

[Include a brief narrative that describes the work to be conducted by the Contractor and include the project’s goals and objectives. Performance measures and activities are not required, but if being included, do so in this section.]

[If applicable, insert **Certified Project Name: Name**]

1. Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will perform each Deliverable, but Contractor is not limited to performing only the identified Deliverables in a given project area. The Parties hereby agree that the Deliverables are the controlling items and that Contractor’s obligation is to perform and deliver the Deliverables to Procuring Agency as described in the following sections.

**[Procuring Agency may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]**

1. **Sample Deliverable Number 1 – [Insert name of deliverable. Name of deliverable here should be the same as the deliverable name in the table.]**

|  |  |  |
| --- | --- | --- |
| **Deliverable Name** | **Due Date** | **Compensation** |
| [Insert name of deliverable. Deliverable name here should be the same as the name used in the title line above the table.] | [Due dates must be stated to facilitate Procuring Agency and Contractor’s efforts to monitor project progress. Insert actual date this deliverable is due. If an actual date is not available, enter a no later than date.] | * [Total Compensation not to exceed $ amount, including \_\_% GRT of $ amount or excluding GRT;

To be Paid (include frequency of payment, Monthly, Quarterly, Upon Review and Acceptance or if one payment, indicate Fixed Cost to Be Paid in Full Upon Invoice) at$ amount rate per hour, hours not to exceed XX. |

|  |  |  |
| --- | --- | --- |
| Task Item | Sub Tasks | Description |
| **[Insert Name of Task or tasks to be performed for each Deliverable.**  | **Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.** | * [Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor name should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Agency. Note that Contractor and Procuring Agency are capitalized.]
* [Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to be delivered in Microsoft Project format. If there is a designated repository the Contractor should use for storing files, include here.]
* [Conclude with review and acceptance of the deliverable by the Procuring Agency.]
 |

1. **Deliverable Number 2 – Kick-Off**

|  |  |  |
| --- | --- | --- |
| **Deliverable Name** | **Due Date** | **Compensation** |
| Kick-Off | July 30, 2021 | Total Compensation Amount Not to Exceed $13,430.44 including 5.125% GRT of $688.31; Fixed Cost to be Paid Upon Invoice. |

|  |  |  |
| --- | --- | --- |
| Task Item | Sub Tasks | Description |
| **Kick-Off meeting**  | **Sub 1**  | * The Contractor will work with the Procuring Agency’s Project Manager to decide on time, date, location, attendees and an agreed upon format to present the following:
* Confirm penetration testing scope and requirements;
* Introduce members of the Contractor’s project team and the Procuring Agency project team and define roles and responsibilities;
* Review the Project Plan and Methodology and identify any questions or concerns that might require adjustments to the plan;
* Agree on report templates to be used for final reporting;
* Review schedules and resources needed to perform the work;
* Review the Procuring Agency information technology environment to be assessed;
* Establish approaches to address status reporting, preferred communication mechanisms, and contact information for team members; and
* Identify any issues or risks that need to be addressed.
 |
| **Review and Acceptance** |  | * The Contractor will develop meeting notes and present documentation to the Procuring Agency for review and acceptance.
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1. **Deliverable Number 2 – Network Penetration Testing**

|  |  |  |
| --- | --- | --- |
| **Deliverable Name** | **Due Date** | **Compensation** |
| Network Penetration Testing | July 30, 2021 | Total Compensation Amount Not to Exceed $5,178.00 including 5.125% GRT of $265.37; Fixed Cost to be Paid Upon Invoice. |

|  |  |  |
| --- | --- | --- |
| Task Item | Sub Tasks | Description |
| **1.0 Network Penetration Test for up to 600 nodes**  | 1.1 Passive Reconnaissance  | * The Contractor will obtain a comprehensive fingerprint of the Procuring Agency’s test systems through passive reconnaissance to understand the useful intelligence potential attackers can collect through passive means, without triggering alerts on Procuring Agency security devices.
 |
|  | 1.2 Attack Surface Enumeration  | * The Contractor will enumerate the software attack surface and the network attack surface including, but not limited to: routers, switches, servers, laptops, desktops, tablets, and cloud environments.
 |
|  | 1.3 Automated Scanning  | * The Contractor will perform automated testing separately and/or concurrently with reconnaissance. The Contractor shall use multiple leading network vulnerability scanners to scan and test the internal and external networks for critical vulnerabilities. The Contractor will run the automated testing process in an iterative fashion, and each iteration shall expand upon previously discovered issues.
 |
|  | 1.4 Penetration testing | * The Contractor will perform a test designed with adversarial intent to gain unauthorized access to target scope of the Procuring Agency’s network. Access shall be from the perspective of a trusted user and an adversary. The Contractor’s penetration testing shall include, but is not limited to:
* Device exploitation;
* Performing Pass-the-Hash type attacks to gain privileged access to simulate a lateral attack;
* Analyzing possible secondary exploits;
* Compromising other internal devices from one compromised device.
 |
| **2.0 Single Pane of Glass to Prioritize and Manage Security and Vulnerability Data** | 2.1 Network Penetration Test Report | * The Contractor will submit Network Penetration Test Report for the Procuring Agency’s target networks to the Procuring Agency for review and acceptance. The reports shall include the following:
* **Executive Summary** – provides a high-level overview of the Procuring Agency’s assessment findings.
* **Penetration Testing Findings –** provides detailed findings of vulnerabilities within the Procuring Agency’s network and provides a prioritized approach and remediation recommendations of risks identified by criticality.
* **Methodology –** provides framework and steps used to perform the penetration test.
 |
|  | 2.2 Findings Presentation  | * The Contractor will present a compilation of identified security issues in the digital format approved by the Procuring Agency for review and acceptance, and for submission to the New Mexico Department of Information Technology Secretary and State Chief Information Officer.
* Contractor will provide an exit briefing to review all findings from the penetration test.
 |