

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE REGENTS OF NEW MEXICO STATE UNIVERSITY AND
THE OFFICE OF BROADBAND ACCESS AND EXPANSION**

Agreement #: 26 361 9800 13228

This AGREEMENT is entered into and between the **OFFICE OF BROADBAND ACCESS AND EXPANSION (“OBAE”)**, which is administratively attached to the **DEPARTMENT OF INFORMATION TECHNOLOGY** and the **REGENTS OF NEW MEXICO STATE UNIVERSITY – PHYSICAL SCIENCE LABOARTORY (“NMSU-PSL”)**, for services provided in support of establishing a Network Operations Center and Security Operations Center.

WHEREAS, OBAE’s mission is to achieve enterprising, affordable, broadband solutions for all New Mexicans, including establishing and operating a statewide education technology infrastructure network in accordance with NMSA §63-9J-6; and

WHEREAS, New Mexico State University established NMSU-PSL as a multi-disciplined technical organization employing hardware and software experts, including those in Information Sciences & Security Systems (ISSS).

NOW THEREFORE, OBAE and NMSU-PSL, in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. SCOPE OF WORK

- A. The NMSU-PSL shall perform the work as outlined in Exhibit A – SCOPE OF WORK, attached hereto and incorporated herein by reference.
- B. Performance Measures. The NMSU-PSL shall substantially perform the Deliverables set forth in Exhibit A as deemed acceptable by the OBAE. In the event the NMSU-PSL fails to obtain the results described in Exhibit A, the OBAE may provide written notice to the NMSU-PSL of the Default and specify a reasonable period of time in which the NMSU-PSL shall advise the OBAE of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the OBAE from exercising its rights pursuant to Article V.
- C. Schedule. The NMSU-PSL shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the OBAE without prior written approval, through the Amendment process, pursuant to Article XVI.
- D. The OBAE’s Rights.
 - 1. Proprietary Rights. The NMSU-PSL will reproduce and include the State of New Mexico’s copyright and other proprietary notices and product identifications

provided by the NMSU-PSL on such copies, in whole or in part, or on any form of the Deliverables.

2. Rights to Data. Any data in relation to this Agreement stored on the NMSU-PSL's servers or within the NMSU-PSL's custody, in order to execute this Agreement, is the sole property of the OBAE. The NMSU-PSL, officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the OBAE's data in any manner, or provide to any entity or person outside of the OBAE without the express written authorization of the OBAE.

II. COMPENSATION

- A. Basis of Compensation. OBAE shall pay NMSU-PSL for each Deliverable, per the schedule outlined in Exhibit B.
- B. Maximum Compensation. The total compensation hereunder will not exceed **SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$770,000.00)**; it is not a guarantee that the work to be performed by NMSU-PSL, and the total of the corresponding payments that OBAE pays to NMSU-PSL, will equal the maximum total amount. In no event will the OBAE pay NMSU-PSL for any amount that exceeds the maximum total amount without this Agreement being amended in writing.
- C. Payment will be made upon Acceptance of each Deliverable according to Article III and upon the receipt and acceptance of a certified Payment Invoice. Payment will be made to the NMSU-PSL's designated mailing address or direct deposit account registered in SHARE. In accordance with NMSA § 13-1-158, payment shall be tendered to the NMSU-PSL within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the OBAE no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**. Payment Invoices shall be delivered to the OBAE in a manner consistent with this agreement.

Invoices shall be sent to: Eric Moores
Office of Broadband Access and Expansion
eric.moores@connect.nm.gov
6000 Uptown Blvd NE, Suite 450
Albuquerque, NM 87110
Please send invoices to: invoices@connect.nm.gov

Payment shall be sent to: Barbara Gonzales
New Mexico State University
1050 Stewart St,
Las Cruces, NM 88003
barbarag@nmsu.edu

- D. Taxes. Not Applicable. Agreement is between two public entities.

- E. Retainage. Not Applicable. The Parties agree there is no retainage.
- F. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.
- G. Funding. This agreement is funded by supplemental several tax bonds appropriated to the education technology infrastructure fund pursuant to NMSA §63-9J-5.
- H. Advance Payment. **An advance payment of TWO HUNDRED THOUSAND DOLLARS (\$200,000) shall be made within thirty (30) days of the execution of this agreement.**
 - 1) This advance payment is a condition of the Agreement, and necessary to enable NMSU-PSL is able to commence the work on the Deliverables outlined in Schedule A.
 - 2) The funds from the advance payment must be fully expended and accounted for by June 30, 2026. Any funds from the advance payment not expended by June 30, 2026, shall be returned to OBAE. This provision shall not be extended by amendment.
- I. Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the NMSU-PSL to the OBAE.

III. ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverables as set forth in Article I and Exhibit A, NMSU-PSL shall submit a Payment Invoice within 30 days after the deliverable has been met along with the deliverable or description of the Deliverable, to the OBAE.
- B. Acceptance. In accord with Section NMSA §13-1-158, the assigned project manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the project manager. In order to Accept the Deliverable, the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:
 - 1.) Complies with the Deliverable requirements as defined in Exhibit A;
 - 2.) Meets the performance measures for the Deliverable(s) and this Agreement;
 - 3.) Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
 - 4.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the project manager, the project manager will notify the NMSU-PSL of Acceptance, in writing, within fifteen (15) Business Days from the date the project manager receives the Deliverable(s) and accompanying Payment Invoice.

- C. Rejection. Unless the project manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the project manager receives the Deliverable(s) and accompanying Payment Invoice, the project manager shall send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the NMSU-PSL shall have fifteen (15) Business Days to resubmit the Deliverable to the project manager with all appropriate corrections or modifications made and/or addressed. The project manager shall again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the NMSU-PSL shall be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the project manager. The NMSU-PSL may also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the NMSU-PSL may be deemed as in Breach of this Agreement. The OBAE may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity.

IV. TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE FINAL SIGNATURE.

This Agreement will terminate on June 30, 2026, unless terminated pursuant to Article V, or extended pursuant to Article XVI, below. The term of this Agreement, including extensions, will not exceed three (3) years.

V. TERMINATION

This Agreement may be terminated as follows:

- A. General. By either Party upon written notice to be delivered to the other Party not less than thirty (30) Business Days prior to the intended date of termination.
- B. Appropriations. By the OBAE, if required by changes in state or federal law, or because of court order, or because of insufficient appropriations made available by the New Mexico State Legislature and/or the State Board of Finance for the performance of this Agreement. The OBAE's decision as to whether sufficient appropriations are available shall be accepted by the NMSU-PSL and shall be final. If the OBAE terminates this Agreement pursuant to this subsection, the OBAE shall provide the NMSU-PSL written notice of such termination at least thirty (30) Business Days prior to the effective date of the termination.

- C. Obligations and Waiver. By termination pursuant to this Article, neither Party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED ONE PARTY CAUSED BY ANOTHER PARTY'S DEFAULT OR BREACH OF THIS AGREEMENT.

VI. TERMINATION MANAGEMENT

- A. NMSU-PSL's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the NMSU-PSL shall:
1. Transfer, deliver, and/or make readily available to the OBAE property in which the OBAE has a financial interest and any and all data, Know How, Intellectual Property, inventions or property developed or acquired in the course of performance under this Agreement, and where intent of vested control, interest or ownership by the OBAE is set forth in the course and scope of this Agreement;
 2. Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the OBAE;
 3. Terminate all purchase orders or procurements and cease all work, except as the OBAE may direct, for orderly completion and transition;
 4. Take such action as the OBAE may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
 5. Agree that the OBAE is not liable for any costs arising out of termination and that the OBAE is liable only for reasonable non-cancelable costs of Deliverables Accepted prior to the termination of the Agreement;
 6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of OBAE programs;
 7. Remit to the OBAE the full amount of the reduction in the event that this Agreement is terminated due to the NMSU-PSL's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the OBAE's receipt of program funds from any governmental agency;
 8. Assist and cooperate with the OBAE in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the OBAE or created by the NMSU-PSL under this Agreement, to the OBAE, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams in the event this Agreement is terminated for any reason, or upon its expiration. At the request of the Project

Manager, the NMSU-PSL shall provide to the OBAE a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the OBAE or created by the NMSU-PSL under this Agreement.

- B. OBAE. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the OBAE shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the NMSU-PSL all amounts due for Services Accepted prior to the effective date of such termination or expiration.

VII. INDEMNIFICATION AND LIABILITY

NMSU-PSL shall be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the NMSU-PSL or a defect of any equipment provided or installed, provided in whole or in part by the NMSU-PSL pursuant to the Agreement, subject to New Mexico law. NMSU-PSL shall not be liable for damages arising out of, or caused by, alterations made by the OBAE to any equipment or its installation or for losses caused by the OBAE's fault or negligence. Any liability incurred by a governmental agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA §§ 41-4-1, *et seq.*

VIII. INTELLECTUAL PROPERTY

- A. Ownership. NMSU-PSL hereby acknowledges and grants to the OBAE a perpetual, non-exclusive, royalty free license to reproduce, publish, use and copy the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.
- B. License. For the purpose of this Agreement, NMSU-PSL hereby grants OBAE a full, complete and non-transferable right and license to utilize any and all Deliverables and Data created by NMSU-PSL exclusively under this contract.

IX. PERSONNEL

- A. Key Personnel. NMSU-PSL's key personnel shall not be diverted from this Agreement without the prior written approval of the OBAE. Key personnel are those individuals considered by the OBAE to be mandatory to the work to be performed under this Agreement.
- B. Personnel Changes. Replacement of any key personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the OBAE. For all personnel, the OBAE reserves the right to require submission of their resumes prior to approval. If the number of NMSU-PSL's key personnel assigned to the Project is reduced for any reason, NMSU-PSL shall, within thirty (30) Business Days of the reduction, provide the same or greater number of temporary personnel with similar or equal ability,

experience, and qualifications, subject to OBAE approval. NMSU-PSL shall permanently replace such personnel within ninety (90) Business Days, also subject to OBAE approval. The OBAE, in its sole discretion, may approve additional time beyond the ninety (90) Business Days for replacement of key personnel. The NMSU-PSL shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The NMSU-PSL shall also make interim arrangements to assure that the Project progress is not affected by the loss of key personnel. The OBAE reserves the right to require a change in NMSU-PSL's personnel if the

assigned personnel are not, in the sole opinion of the OBAE, meeting the OBAE's expectations.

X. EQUITABLE REMEDIES

NMSU-PSL acknowledges that its failure to comply with any provision of this Agreement may cause the OBAE irreparable harm and that a remedy at law for such a failure may be an inadequate remedy for the OBAE, and the NMSU-PSL consents to the OBAE's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. OBAE's rights to obtain equitable relief pursuant to this Agreement may be in addition to, and not in lieu of, any other remedy that OBAE may have under applicable law.

XI. ASSIGNMENT

The NMSU-PSL shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

XII. SUBCONTRACTING

- A. General Provision. NMSU-PSL will not subcontract or assign any portion of this Agreement or the Scope of Work to any subcontractor absent OBAE's prior written approval. No such subcontracting or assignment will relieve NMSU-PSL of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate OBAE to make a payment, either directly or indirectly, to any subcontractors.
- B. Responsibility for Subcontractors to Maintain Confidentiality. NMSU-PSL will not disclose any of OBAE's or State's Confidential Information to a subcontractor absent OBAE's prior written consent. Each subcontractor will agree in a written form pre-approved by OBAE to protect and keep confidential any and all Confidential Information in the same manner required of NMSU-PSL stated in Article XIV, below.

XIII. RELEASE

The NMSU-PSL's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the OBAE, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

XIV. CONFIDENTIALITY/INSPECTION OF PUBLIC RECORDS

- A. Confidentiality. Any Confidential Information provided to the NMSU-PSL clearly marked as confidential by the OBAE or, developed by the NMSU-PSL based on information provided by the OBAE in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the NMSU-PSL without the prior written approval of the OBAE. Upon termination of this Agreement, NMSU-PSL shall deliver all Confidential Information in its possession to the OBAE within thirty (30) Business Days of such termination.
- B. IPRA. Each party shall be responsible for independently responding to proper Inspection of Public Records Act (IPRA) requests. Each party shall notify the other when receiving IPRA requests that implicate this Agreement, and any records affiliated with the project. The parties shall copy each other when responding to IPRA requests that are related to this Agreement.

XV. RECORDS AND AUDITS

The parties shall maintain expenditure records that indicate the nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection upon prior notice by the Department of Finance Administration (DFA) and the New Mexico State Auditor's Office. The OBAE shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the OBAE to recover excessive or illegal payments.

XVI. AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

XVII. MERGER, SCOPE, AND ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such

agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

XVIII. NOTICES

All deliveries, invoices, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by verified electronic messaging (email), or by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by NMSU-PSL to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For OBAE: Eric Moores
6000 Uptown Blvd NE, Suite 450
Albuquerque, NM 87110
Eric.moores@connect.nm.gov
Please send invoices to: invoices@connect.nm.gov

For NMSU-PSL: Barbara Gonzales
1050 Stewart St,
Las Cruces, NM 88003
barbarag@nmsu.edu

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email, or a hard copy letter addressed to the other Party's Representative.

XIX. GENERAL PROVISIONS

- A. The NMSU-PSL 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, including but not limited to:
1. Civil and Criminal Penalties. The 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.
 2. Equal Opportunity Compliance. The NMSU-PSL 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, the NMSU-PSL agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental disability, serious medical condition, spousal affiliation, sexual orientation or gender identity, or

other protected class, 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 NMSU-PSL is found not to be in compliance with these requirements during the life of this Agreement, NMSU-PSL agrees to take appropriate steps to correct these deficiencies.

3. Workers Compensation. The NMSU-PSL agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the NMSU-PSL fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the OBAE.

- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall 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, NMSU-PSL acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement shall 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 shall be effective unless expressed and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

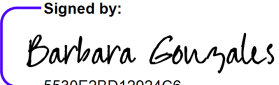
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

XX. FORCE MAJEURE


Neither Party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected

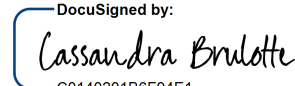
IN WITNESS WHEREOF, the OBAE and the NMSU-PSL have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

REGENTS OF NEW MEXICO STATE UNIVERSITY

By:  Signed by: Barbara Gonzales
5530E2BD12924C6... Date: 2/6/2026
Barbara Gonzales Associate Director, Pre-Award Administration
Regents of New Mexico State University

OFFICE OF BROADBAND ACCESS AND EXPANSION

By:  Signed by: Jeff Lopez
9F75E32E1840434... Date: 2/11/2026
Jeff Lopez, Broadband Director

By:  DocuSigned by: Cassandra Brulotte
C0140201B6F94E1... Date: 2/11/2026
Cassandra Brulotte, General Counsel
Certifying Legal Sufficiency

By:  Signed by: Silvia O. Rodarte
46D77CF4A2004B1... Date: 2/11/2026
Silvia Rodarte, Chief Financial Officer
Department of Information Technology
Certifying financial sufficiency

Exhibit A – Scope of Work

Regents of New Mexico State University - Physical Science Laboratory

Purpose:

The Purpose of this Agreement is to establish a Proof of Concept (POC) for a Network Operations Center (NOC) and Security Operations Center (SOC) to develop and test 24/7/365 operational support processes through automated monitoring and on-call response for New Mexico's Statewide Educational Network (SEN) and its Participants in a live environment with minimal traffic. The NOC and SOC will ensure reliable, secure, and compliant broadband service, supporting continuous access to internet and other resources, as managed by the New Mexico Office of Broadband Access and Expansion (OBAE).

This initial Scope of Work covers a five-month operational period (through June 30, 2026, aligning with the end of the fiscal year). Any references to year-one activities, annual reporting, or subsequent contract phases are contingent upon contract extension or renewal.

The parties acknowledge that this Statement establishes a Proof-of-Concept (POC) phase focused on validating tools, workflows, and staffing models required to support NOC and SOC operations. Deliverables associated with full production readiness, including but not limited to expanded staffing levels, continuous 24/7/365 physical coverage, production-grade redundancy, statewide operational scale, full SOC threat intelligence capabilities, student workforce integration, and completion of facility renovations, are *explicitly excluded* from the POC scope and are intended to transition to a subsequent contract phase upon renewal.

Outcomes and findings from the POC phase will be used to inform scope, staffing, budget, and operational requirements for Year Two, subject to mutual agreement and availability of funding.

Activities:

Contractor and Agency Responsibilities:

1. Hiring POC Critical Personnel:
 - a. Job Posting and recruitment
 - i. Contractor drafts job descriptions and posts opening for all relevant positions related to project.
 - ii. Contractor conducts initial screenings of applicants based on required qualifications and experience.
 - iii. During the POC, staffing may be scaled minimally to support process development, with full scaling deferred to potential extension phases.
 - b. Candidate Evaluation and Selection
 - i. Approval process
 1. Contractor will submit the following candidate documentation to OBAE Program Manager for review:

- a. Resume
 - b. Cover letter
 - c. Interview questions and responses
 - d. Summary of Contractors' evaluation and selection rationale.
 - e. OBAE Program Manager reviews and submits feedback on candidates' documentation within five (5) business days. For urgent hires, an expedited 48-hour review may be requested by the Contractor. Feedback may include approval, request for clarification, or concerns about the selection.
2. Final Decision and Hiring
- a. Contractor makes final hiring decisions based on Agency feedback.
 - b. Onboarding and Reporting
 - i. Contractor is responsible for the onboarding process.
 - ii. Contractor will coordinate with Agency to ensure alignment between the number of personnel hired and the growth of the network.
 - iii. Background and Security Checks:
 1. Criminal Background Check: Conduct a comprehensive criminal background check through a state-approved vendor, covering federal, state, and local records for the past 7 years. Candidates with felony convictions or misdemeanors related to fraud, theft or cybercrime will be disqualified.
 2. Drug Screening: Administer a standard 5-panel drug test in compliance with state employment regulations and Contractor's drug-free work force program.
 - iv. Once onboarded, personnel must be included in the monthly personnel list (with hours logged report) submitted with invoices.
3. Staffing Shortages
- a. If staffing shortages persist beyond 30 days, Contractor will submit a mitigation plan to the OBAE Program Manager, detailing recruitment strategies, timelines, and potential use of temporary third-party support. The plan will prioritize core SEN connectivity and ensure no disruption to critical services.
 - b. NOC and SOC resources may be reallocated to maintain service continuity.
 - c. Contractor may engage third party contractors to ensure network uptime until staffing needs are met with Agency approval. This may require additional funding, and a Budget Adjustment of current budget may be requested to fill any needed gaps.

2. Initial Business Operations kickoff and Transition Plan
 - a. Contractor will host kickoff workshop series. (Three (3) to five (5) sessions, 2-4 hours each) with OBAE leadership and operations teams
 - b. Draft project plan with major milestones and timelines
 - c. Change management strategy
 - d. High-level operational readiness checklist
 - e. Detailed network diagram of proposed architecture (Visio or Lucidchart)
 - f. BOM for all recommended equipment, tools, and software
 - g. Initial RACI matrix for key operational functions
 - h. OBAE will have final approval of kickoff outputs and change plan.
3. NOC/SOC Physical Design and Layout Plan
 - a. Contractor will provide OBAE Program Manager and their supervisor with design and layout within six weeks of agreement execution.
4. Equipment Purchases and Ownership
 - a. Agency will provide technical requirements for hardware and software purchases.
 - b. Contractor will obtain approval from OBAE Program Manager or designee and their supervisor for purchases of Five Thousand Dollars (\$5,000.00) or more.
 - c. Any equipment with a purchase value of Five Thousand Dollars (\$5,000.00) or more will be owned by Agency and must be returned at the end of the contract period.
 - d. Software licensure for such equipment will also be transferred and will be the responsibility of the Agency to maintain after transfer.
 - e. Contractor will supply the Agency with an inventory list of all equipment purchased monthly to ensure proper asset tracking and accountability
 - f. For the purpose of equipment ownership and return obligations, "equipment" shall be defined as any physical asset individually purchased at a unit price of \$5,000.00 or more (excluding taxes and shipping), not consumed during normal operations, and not permanently integrated into Contractor-owned infrastructure (e.g. furniture, fixtures or mounted assets). For any special instance where the Agency has to deviate from this definition, a request must be made in writing. The Contractor may be compensated at cost if extra labor is necessary for the removal, possible repairs and the return process.
5. Data Ownership
 - a. All SEN related data will be owned by the Agency. Contractor will be responsible for maintaining confidentiality for all SEN-related data. Contractor will also be responsible for the security of all sensitive information, through joint efforts with the Agency to develop, implement and maintain security policies and rules in accordance with the best industry practices and all legal requirements.
 - b. Contractor will ensure that, upon contract termination, all SEN related data is transferred to Agency in an agreed upon format within 30 days.
 - c. Contractor will not retain or use SEN data beyond the contract period unless explicitly authorized by the Agency.
 - d. Contractor will develop a transition plan, approved by the OBAE Program Manager or designee, to ensure the orderly handoff of SEN data and documentation within 30 days of contract termination.
 - e. Software or processes developed by Contractor for SEN operations will remain

Contractor property. The Agency will receive perpetual, non-exclusive rights to use the final production version at contract termination, including source code and documentation, to ensure operational continuity.

- f. Rights of use granted to Agency will apply only to the version of the process or software that is in production at the time of contract termination. Any subsequent updates, modifications, or new developments made by Contractor after the contract period will remain the sole property of Contractor and will not be subject to Agency's perpetual use rights unless otherwise agreed upon in a separate arrangement.
 - g. Software licenses purchased as part of this agreement will be transferred to OBAE at the end of the contract with any remaining license period included. Any further renewals will be the responsibility of the Agency.
6. System Delineation and Security Protocols
- a. SEN-related infrastructure will be separated from Contractor's internal IT systems to maintain security and operational boundaries.
 - b. SEN personnel employed by Contractor will use Contractor-secured workstations to access SEN resources via a firewall or VPN connection to provide enhanced security.
 - c. Contractor will ensure that all workstations used for SEN operations meet applicable security standards, including National Institute of Standards and Technology (NIST) 800-171 where applicable.
7. License Renewals and Responsibility
- a. During the contract period and any subsequent renewals, Contractor will be responsible for managing and renewing hardware and software licenses for all equipment necessary to perform NOC and SOC duties as part of SEN operations.
 - b. If the contract ends, the responsibility for all license renewals will be transferred to the Agency.
 - c. Contractor and Agency will coordinate in advance to ensure uninterrupted operations, transferring systems, data and licenses within 60 days or, if more time is needed, what is agreed by OBAE as a reasonable timeframe to prevent disruption of SEN operations.
 - d. All license information will be stored in the SEN secure archive and reviewed quarterly.
8. Changes in Operation Protocols
- a. Any adjustments to incident response processes and escalation procedures or compliance practices will be discussed jointly.
 - b. Proposed adjustments will be documented in a summary report, outlining the changes and their rationale. The summary report will be sent to OBAE Program Manager or designee via email prior to any adjustments being implemented.
 - c. Agency will send final approval of changes made to Operational Protocols via email to Contractor point of contact.
9. Change Control Procedures
- a. Major changes to network architecture, such as modifications affecting security posture, or service levels or funding exceeding \$5,000 will be made through formal change control process that includes tickets, logs and audits.
 - i. Change Proposal

1. Contractor identifies a required change to network architecture, security posture or services levels.
 - a. A formal change request is documented in accordance with business rules to OBAE Program Manager or designee. Change Request includes the following information:
 - i. Description of the proposed change
 - ii. Justification and business impact
 - iii. Risk assessment and mitigation strategies
 - iv. Estimated timeline and resource requirements, including potential cost
 - b. Change Request is submitted to OBAE Program Manager or designee for review.
 2. Review and Evaluation
 - a. The Change Request is reviewed by OBAE Program Manager or designee and Contractor within five (5) business days of submitted request. The impact of change, feasibility and risks will be discussed. Additional information or modifications may also be discussed.
 - b. Final approval of Change Request is secured through the established business process from OBAE Program Manager or designee.
 3. Implementation and Monitoring
 - a. Once final approval is received, Contractor will execute the approved changes in accordance with the approved Change Request.
 - b. Contractor will inform key stakeholders of any service disruptions or impacts.
 - c. Contractor will monitor changes or successful implementation and stability and will send a summary report to OBAE Program Manager or designee in accordance with established reporting processes.
10. Collaboration and Meeting Cadence
- a. Contractor and Agency Program Staff will participate in the following meetings. Meeting schedules may be adjusted based on project needs as determined by OBAE Program Manager or designee. Oversight processes will be reviewed at the end of the POC to inform extension decisions. Any changes in governance will be discussed with Contractor. Agency will provide final approval of changes via email to the Contractor point of contact.
 - i. Operational Team Meeting-to track project progress, discuss challenges, address and operational concerns,
 1. Operational Team Meetings will occur bi-weekly in the first 90 days, transitioning to monthly from 90 days onward, with flexibility to adjust based on project needs as agreed by the OBAE Program Manager or designee.
 2. Participants
 - a. Contractor and Agency Team Leads

- ii. Monthly Coordination Meetings-to review ongoing initiatives, address technical and compliance matters.
 - 1. Monthly throughout the of the contract.
 - 2. Participants
 - a. Contractor and Agency Team Leads. Contractor and OBAE Leadership as needed.
- iii. Quarterly leadership meetings to review high-level strategic alignment.
 - 1. Quarterly
 - 2. Participants
 - a. Contractor and Agency team leads. Contractor and OBAE leadership as needed.

11. Contingency Planning

- a. Supply chain disruptions: Contractor will maintain a list of alternative vendors for critical hardware/software and report procurement risks to the OBAE Program Manager or designee quarterly.
- b. Funding delays or reductions
 - i. If funding is delayed or reduced, Contractor and Agency will prioritize sustaining core SEN operations and network connectivity.
 - ii. Non-essential projects, system upgrades, and new initiatives may be deferred until funding is restored.
 - iii. Certain non-critical cybersecurity monitoring activities may be limited or deferred to ensure network uptime.
 - iv. If funding constraints require service reductions, Contractor and OBAE will jointly determine a phased approach that minimizes disruption to schools and critical network functions
- c. Regulatory Changes and Compliance Changes and Mandates
 - i. Contractor will work with Agency to track emerging federal and state regulations affecting broadband security and data protection.
 - ii. If new mandates require significant changes to operations, Contractor and Agency will assess the impact and develop an implementation plan that aligns with available resources.
 - iii. Contractor will provide a cost-benefit analysis for new compliance requirements within 30 days of identification, proposing budget adjustments if needed.
 - iv. Any security enhancements required by NOC and SOC operations will be integrated into the existing roadmap to ensure compliance while maintaining operational continuity at cost to the Agency.
 - v. Contractor will provide Agency with a regulatory impact assessment and recommend necessary adjustments to service agreements if compliance requirements increase operational costs or resource demands
 - vi. Any regulatory or compliance changes will follow the change request process.

Contractor Responsibilities:

1. Infrastructure Setup

- a. Establish limited operational facilities for the NOC and SOC project to support proof-of-concept (POC) and pilot-phase activities. Physical spaces will be

configured primarily for planning, coordination, testing, and training purposes rather than full production operations. Any remodeling will be minimal and focused on providing appropriate workspace, privacy, and security for staff and student participation as applicable.

- b. Leverage existing Statewide Education Network (SEN) infrastructure, systems, and monitoring platforms through secure remote access. Required software tools and monitoring platforms will be limited to those necessary to support POC validation, workflow development, and operational readiness testing.
 - c. The NOC and SOC will operate under a non-24/7/365 staffed model during the POC and pilot phases. Monitoring activities will focus on validating processes, tooling, and escalation workflows rather than providing continuous staffed coverage.
 - i. Automated monitoring tools will be configured to detect outages, security events, and performance issues within the SEN environment. These tools will generate alerts and reports sufficient to evaluate detection capabilities and operational workflows.
 - ii. Incident response activities during this phase will be conducted during defined operational hours, with limited on-call availability for critical testing scenarios only. Response expectations during the POC phase are intended to support validation and assessment, not production service-level guarantees.
 - iii. The infrastructure, processes, and tooling will be designed and documented to demonstrate the ability to scale to a fully staffed 24/7/365 operational model, contingent upon future funding and approved staffing levels.
 - iv. POC testing will be conducted to prioritize validation of detection, escalation, communication, and response procedures over full redundancy or continuous operations.
2. Staffing and Workforce Development
- a. Recruit and onboard key full-time staff
 - i. NOC Network Engineer (2)
 - ii. SOC Cyber Engineer (2)
 - iii. One (1) student.
 - iv. SEN Program Specialist
 - b. Develop comprehensive job descriptions for the above NOC and SOC positions, to include role-specific job descriptions, minimum and preferred qualifications, years of relevant experience, recommended industry certifications (e.g., CompTIA, Cisco, GIAC, CISSP), alignment with industry frameworks (e.g., NICE Cybersecurity Workforce Framework) and daily roles and responsibilities aligned with OBAE operations.
 - c. Existing Information Technology (IT) and Information Security Operation Center (ISOC) leadership positions will oversee project operations.
3. Operational Protocols
- a. Draft policies, procedures, and workflows for NOC and SOC operations, SEN Operations and SEN Participants' support escalation related to SEN core infrastructure and security services.

- b. Draft procedures and workflows and create preliminary training materials to ensure continuity of SEN operations.
 - c. Establish communication protocols to ensure seamless collaboration between the NOC and SOC operation as well as Agency technical personnel.
 - d. Establish a plan for an Incident Response Team (IRT) to support proactive threat management and effective incident response.
 - e. Contractor will work collaboratively with the OBAE to develop, review, and refine policies, procedures, workflows, and training materials on an ongoing basis. Draft and incremental materials will be submitted as they are developed, with formal utilization of any policy, procedure, workflow, or training material contingent upon final approval by the OBAE Program Manager or designee.
 - f. OBAE will have final say of SEN-related policies, procedures, workflows and training materials.
4. NOC Daily Operational Tasks
- a. Network device configuration and management, including routers, switches, and firewalls at SEN lab, SEN nodes and occasionally at network participants when formally escalated.
 - b. Development and maintenance of automated tools to enhance network efficiency and reliability.
 - c. Network performance monitoring, including uptime tracking, latency analysis, and capacity planning.
 - d. Troubleshooting and resolving network issues to ensure continuous connectivity.
 - e. Patch management and system updates for all SEN and SEN-managed network infrastructure components.
 - f. The Contractor personnel will not be responsible for the routine patching, updates and management of Participant networks equipment and components. If needed, such services will be described, negotiated and agreed upon at a later date.
 - g. Service availability monitoring and escalation of critical network events.
 - h. Ensure compliance with the Key Performance Indicators (KPIs) listed in Appendix 1. Review KPIs annually with the OBAE personnel and update as needed.
 - i. Note: During the POC, KPIs and SLAs will be developed and tested but not strictly enforced until full operations in potential extension phases.
5. SEN Operational Tasks
- a. Coordinate with SEN stakeholders to ensure network configurations align with educational service requirements.
 - b. Monitor SEN node performance, ensuring adherence to Service Level Agreements (SLAs) as listed in Appendix 2. Review SLAs annually with OBAE personnel and update as needed.
 - c. Ensure seamless coexistence and interoperability with Rio Grande Optical Network (RGON) infrastructure.
 - d. Collaborate with the NM Office of Cybersecurity and other OBAE partners to integrate SEN processes to support the broader state broadband and cybersecurity efforts.
6. Planned SOC Daily Operational Tasks
- a. Continuous vulnerability scanning, threat hunting, and risk analysis.
 - b. Log collection, aggregation, and security event correlation using SIEM tools.

- c. Incident detection, classification, and coordinated response activities.
 - d. Management and documentation of security incidents, including root cause analysis.
 - e. Security policy enforcement, compliance tracking, and audit preparation.
 - f. Implementation of security awareness initiatives and user training support.
 - g. Ensure compliance with the KPIs listed in Appendix 1.
 - h. Note: During the POC, KPIs and SLAs will be developed and tested but not strictly enforced until full operations in potential extension phases.
7. Incident Management and Resolution
- a. Incidents handled by Contractor are limited to SEN core infrastructure, shared services, and escalations validated as Tier 3 or above.
 - b. Incident response during the POC phase will be limited to standard working hours. Activities during this phase are intended to validate processes and workflows in preparation for potential expansion to 24/7/365 operations in future phases, subject to approved staffing and funding. Incidents will be categorized as follows:
 - 1. Critical-Severity (P1) will be responded to within 15 minutes. Mitigation or escalation within 4 hours to OBAE with status updates until the incident has been deemed completed.
 - a. Statewide/core network outage
 - b. Active ransomware attack
 - c. Distributed Denial of Service (DDoS) attack disrupting operations
 - 2. High-Severity (P2) will be responded to within 30 minutes. Mitigation or escalation within 1 business day to OBAE with continuous status updates until the incident has been deemed completed. Upon completion an impact assessment will be sent to OBAE Program Manager or designee within 3 business days.
 - a. Firewall misconfiguration
 - b. Failure of redundant systems
 - c. Unauthorized access attempt detected but mitigated
 - 3. Medium-Severity (P3) will be responded to within 4 hours. Mitigation or escalation within 1 business day to OBAE with continuous status updates until the incident has been deemed completed. Upon completion an impact assessment will be sent to OBAE Program Manager or designee within 3 business days.
 - a. SEN node reachability degradation
 - b. Authentication service failure
 - c. P3 incidents do not include participant end-user issues or local site troubleshooting.
 - 4. Low-Severity, limited to Contractor SEN internal NOC/SOC operations, will be responded to within one (1) business day. Mitigation or escalation within 3 business days to Agency Program Manager. Upon completion an impact assessment will be sent to OBAE Program Manager or designee within 3 business days
 - a. Security policy review
 - b. Configuration or documentation updates

- c. Low-severity incidents do not include participant end-user issues or local site troubleshooting.
- 8. Service Restoration Goals for Critical Outages
 - a. Contractor managed services (e.g., internal systems, firewalls monitoring tools), Contractor will restore services within 4 hours of failure.
 - b. For third party dependent services (e.g., Internet Service Provider ISP) network failures, Contractor will:
 - i. Escalate to the provider within 15 minutes of confirming the issues (based on provider availability)
 - ii. Track the provider’s resolution process and provide updates every 4 hours to OBAE Program Manager or designee
 - iii. Ensure proper documentation for post-incident review.
 - iv. Will provide a monthly performance compliance report with the SLAs listed in Appendix 2, summarizing the following to OBAE Program Manager via established network business processes.
 - 1. Incident response times vs SLA Targets
 - 2. Number of and type of issues resolved within Contractor control
 - 3. Number of and type of issues escalated to third parties (with documentation)
 - 4. Conduct quarterly SLA performance reviews with OBAE Program Manager or designee
 - 5. Adjust SLAs as needed based on operational realities with Agency approval.
- 9. Regulatory Compliance
 - a. Ensure adherence to federal and state regulations, including Family Educational Rights and Privacy Act (FERPA), Children’s Internet Protection Act (CIPA), NIST 800-171 where relevant, NMSU-PSL and NMSU-PSL policies and procedures, and applicable SEN and the State of New Mexico cybersecurity frameworks and other mandates.
 - b. Conduct regular compliance audits and assessments to verify alignment with regulatory requirements.
 - c. Provide Agency with structured compliance reports and including:
 - i. Quarterly summaries of security assessments and compliance activities.
 - ii. Annual compliance certification reports detailing adherence to FERPA, CIPA, cybersecurity frameworks, and relevant policies.
 - iii. Incident response documentation outlining security incidents, corrective actions, and mitigation strategies.
 - d. Perform periodic security audits to evaluate network and system vulnerabilities, access controls, and cybersecurity effectiveness.
 - i. Quarterly internal security audits to assess compliance with cybersecurity policies, access controls, and network security configurations.
 - ii. Vulnerability assessments conducted at least twice per year to identify security risks in SEN systems and infrastructure.
 - iii. Coordinate annual penetration testing by qualified internal staff or an independent agency, subject to available funding. If funding is unavailable, Contractor will propose alternative risk assessment methods

(e.g., enhanced vulnerability scans). This testing should include:

1. External and internal penetration testing to evaluate SEN network defenses.
 2. Simulated cyberattack scenarios to assess system resilience.
 3. Application security testing for critical SEN services and platforms.
- e. Will implement a structured remediation process to address security vulnerabilities and audit findings:
- i. Identification and Risk Assessment
 1. All vulnerabilities and security risks identified through audits, penetration testing, or incident reviews will be documented and categorized based on severity.
 2. Assign risk levels to findings, prioritizing those that pose an immediate threat to SEN network security or regulatory compliance.
 - ii. Remediation Planning
 1. A remediation plan will be developed for each identified vulnerability, outlining corrective actions, responsible parties, and expected completion timelines.
 2. High-severity vulnerabilities will be addressed within 7 business days, while lower-priority issues will be addressed within 30 days, unless a justified exception is approved.
 3. Vulnerabilities will be addressed to the limit of Contractor's capability. If vulnerabilities are found outside of Contractor's control, appropriate personnel will be notified and advised.
 - iii. Implementation and Verification
 1. Will execute corrective actions, applying patches, adjusting configurations, or updating security policies as needed.
 2. Follow-up testing, including targeted scans or retesting of remediated systems, will be conducted to verify that vulnerabilities have been addressed.
 - iv. Documentation and Reporting
 1. Remediation actions and outcomes will be documented in compliance reports submitted to OBAE.
 2. Major security risks and remediation progress will be included in quarterly compliance reports
 - v. Ongoing Monitoring and Adjustment
 1. Will continuously monitor emerging security risks and update remediation plans accordingly.
 2. If a vulnerability cannot be immediately remediated, contractor will implement compensating security controls to mitigate risk until a permanent fix is applied.
 - vi. Maintain detailed records of compliance efforts, remediation actions and security measures to ensure continued regulatory adherence.

10. Training and Knowledge Sharing

- a. Create as-needed training continuous improvement and a comprehensive review at POC end and training programs for SEN operations, procedures and policies to ensure knowledgeable staff and facilitate knowledge transfer at the end the contract.

- b. Work with Agency to ensure documentation, training and materials are standardized.
- c. Provide ongoing training for staff to maintain up-to-date technical skills and knowledge.
- d. Conduct specialized incident response training to ensure readiness and rapid response capabilities.
- e. Develop and maintain a detailed knowledge transfer plan with the goal of allowing SEN operations to be transferred to another party at the end of the contract.

11. Collaboration and Stakeholder Engagement

- a. Coordinate with Agency and other key stakeholders to align project goals with statewide objectives.
- b. Establish regular engagement schedules, including bi-monthly stakeholder meetings, monthly progress reports summarizing project activities, and quarterly reviews to evaluate performance, budget status, and project milestones.
- c. Deliver an end-of-POC evaluation report summarizing accomplishments, challenges, and recommendations for future project phases. The end-of-POC evaluation report will include NMSU-PSL's recommendations on needs for contract extension, including scope expansion, budget adjustments, and process refinements.

12. Logging and Data Access

- a. Will log network activity, security scan results, ticketing system metrics, and other operational data necessary for performance evaluation and compliance.
- b. Will have direct access to logs stored on SEN servers, allowing them to review network activity, security events, and system performance as needed.
- c. Will ensure that logs are retained in accordance with applicable regulatory requirements or best practices for cybersecurity and network operations.
- d. Will provide regular summaries of logged data as part of scheduled reporting to OBAE.
- e. Any modifications to logging practices or access permissions will be coordinated between Contractor and Agency to ensure transparency and operational effectiveness.

13. Exclusions

- a. Contractor will not provide Tier 1 or Tier 2 helpdesk services, including but not limited to end-user troubleshooting, device configuration, application support, password resets, or direct user communications, except where such issues have been escalated and confirmed as SEN core infrastructure or security incidents.

Deliverables and associated disbursements:

1. Project prepayment of \$200,000 disbursed upon contract execution (covers initial equipment).
2. Disbursements will be made based on monthly invoices approved by the Agency based on the budget amounts listed in Exhibit B Lines 1-3 with the target timeline listed below.
3. Essential Staffing completed by 3 months after project kickoff.
 - a. Recruitment and onboarding of all essential personnel listed above.
4. POC-level NOC and SOC operational readiness will be achieved within approximately three (3) months after project kickoff.
 - a. Established initial operational capability, focused on continuous monitoring and

incident response. For the POC, this does not imply the need for constant physical presence but ensures systems and processes are in place to always detect and respond to incidents.

- b. Configuration of a cyber monitoring capability for the SOC sufficient to support POC testing, workflow development, and operational validation activities.
 - c. Definition and documentation of incident response roles, responsibilities, and procedures, including the establishment of an initial Incident Response Team (IRT) structure appropriate for POC and pilot-phase operations.
5. Operational Documentation completed by 4 months after project kickoff unless otherwise stated above.
- a. Development of operational protocols, procedures, and workflows.
 - b. Documentation of compliance measures related to federal and state regulations.
 - c. Development of incident response procedures and documentation to support the IRT
6. Reporting and Evaluation completed by end of term, unless otherwise stated above.
- a. Progress reports detailing project activities and milestones.
 - b. Quarterly performance reviews assessing project status, risks, and recommendations.
 - c. Renegotiation and updates to this Scope of Work (SOW) for Years Two and Three will start on May 1, 2026, and will be completed within 60 days.
 - d. Contractor is expected to develop, identify and incorporate efficiencies related to operations, tool and automation deployment in the SOW renegotiations.
 - e. End-of-year evaluation report summarizing achievements, challenges, and strategic recommendations.

Exhibit B – Budget

Regents of New Mexico State University - Physical Science Laboratory

The total amount payable to Contractor under this Agreement shall not exceed **SEVEN HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$770,000.00)** including expenses and applicable gross receipts tax.

Agency shall pay to Contractor in full payment for services satisfactorily performed at pursuant to the Scope of Work **BASED UPON DELIVERABLES**, such compensation not to exceed the amount stated herein. Compensation for staffing will be aligned with confirmed staffing levels. Said amount shall be paid upon the Agency’s acceptance of invoices submitted by the Contractor.

	Deliverable	Amount Not to Exceed
1	Initial Equipment	\$200,000.00
2	Operational Support (approx. \$100,000/month × 5 months for deliverables 2-6)	\$500,000.00
3	Contingency	\$70,000.00
	Grand Total	\$770,000.00

Budget is for POC only; extensions may require separate funding based on evaluation.

NMSU-PSL shall submit invoices on the 15th of each month billing for services and deliverables accepted by OBAE in the previous month, with payment due within 30 days of invoice approval. NMSU-PSL must be able to demonstrate costs for billable items included in its invoices by providing supplier invoices and/or actual payments made to suppliers by Contractor.

Exhibit C-Assumptions and Constraints

Regents of New Mexico State University - Physical Science Laboratory

Assumptions:

1. The SEN will operate with minimal traffic during the POC, allowing focus on process development and testing without full production demands.
2. It is assumed that Contractor will receive timely access to necessary network infrastructure, facilities, and resources required to meet project deliverables.
3. All necessary security permissions will be provided to Contractor personnel to enable effective NOC and SOC operations.
4. Agency will provide clear and consistent communication regarding project priorities, requirements, and any changes that may affect scope or timelines.
5. Contractor will provide clear and consistent communication regarding project priorities, requirements, and any changes that may affect scope or timelines.
6. Any changes to scope of work or timeline requires an amendment to agreement.
7. Staffing levels will be sufficient to support operational capabilities 24/7/365 through automated/on-call means suitable for POC, also allowing for training and onboarding time.
8. Student staffing may vary based on recruitment success.
9. Budget allocations will be disbursed according to the agreed-upon schedule to avoid disruptions in project activities so long the Agency accepts invoices.
10. Contractor will have the necessary access to data and system logs required for effective monitoring, incident response, and compliance audits.
11. It is assumed that there will be no significant changes to regulatory requirements (e.g., FERPA, CIPA and state mandates) during the project period that would require major adjustments to the project scope, if there is a change to the scope of work an amendment will be processed.

Constraints:

1. Project activities are constrained by the availability of qualified personnel, particularly in specialized cybersecurity roles, which may affect recruitment timelines.
2. Infrastructure renovations are dependent on third-party contractors, NMSU-PSL Facilities Services, or materials availability, which may introduce scheduling risks beyond Contractor's direct control.
3. Compliance with federal and state regulations, including FERPA, imposes strict security and operational standards that may limit flexibility in some technical implementations.
4. Budget constraints may limit the ability to acquire additional resources beyond what is detailed in this scope of work without formal amendments.
5. Resource availability, such as specialized equipment or software licenses, may be limited due to global supply chain disruptions, potentially impacting project timelines.
6. Project activities are dependent on the continued availability of funding from OBAE. Any delays in funding could impact on the project timeline.
7. As this project is new and evolving, unexpected challenges or changes in scope, resources, or operational needs may arise, which could necessitate adjustments to timelines, deliverables, or overall project direction to best meet the goals of the SEN initiative. If unexpected challenges do occur an amendment will need to be processed to adjust scope and/or budgets and timeline.