60 Dm

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

January 22, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety (DOS), Division of State Police, to enter into a contract with NIIT Technologies, Inc., (VC# 165248-B001) 1050 Crown Pointe Pkwy, Suite 500, Atlanta, GA 30338, in the amount of $319,434.00 for the purpose of hiring one temporary consultant to assist during the Virtual Private Network (VPN) rollout in preparing the courts for their future integration into the J-ONE project. Effective upon Governor and Council approval through September 30, 2015, with an option to extend through September 30, 2017. Funding source: 14% Federal Funds/86% Agency Income.

Funds are available the SFY2014 operating budget and contingent upon availability and continued appropriations in SFY2015 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	SFY2014	SFY2015
02-23-23-234010-45650000 Dept. of Safety – Div of State Police – J-ONE Earmark		
046-500465 Consultants-IT Consol-Non-Benefit	$ 0.00	$ 49,434.00
02-23-23-234010-22110000 Dept of Safety – Div of State Police – Highway Safety Equipment & Training Grant		
046-500465 Consultants-IT Consol-Non-Benefit	$135,000.00	$135,000.00
RSRC: 405921		

Explanation

The purpose of this contract is to provide for one consultant for twenty-one (21) months to assist with the VPN rollout. Due to the shortage of DoIT personnel with the requisite skills necessary to support this critical application and extend other applications requiring similar technologies (such as the upgrade that is currently being undertaken at the Division of Motor Vehicles called "Vision"), it is imperative that this consultant be provided. The VPN project intends to replace or provide connectivity between the State and municipalities and counties via virtual private network connections and replace the existing (and costly) frame relay connections currently in use in most of these locations. This will result in considerable cost savings to the State and localities, as well as providing enhanced data communication capabilities via J-ONE.

The VPN project is part of the larger effort called J-ONE, which is a multi-phased effort to electronically connect the different levels (State, county and local) and components (law enforcement, prosecutorial, courts and corrections) together to enhance efficiency and effectiveness in the system as a whole. This project will also enhance safety for both the public and those serving the public by ensuring that the data that already traverses the system is available in a timely and accessible manner.

This technical consulting resource contemplated under this contract will work closely with DOS, DOIT, and J-ONE personnel to define business requirements; design, write and test programs; and implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes (e.g., as in the J-ONE project that affects DOS, State Police, and the Courts with enhanced information).

A Request for Proposal, DOS RFP 2014-028, DOS J-ONE VPN Staff Augmentation, was issued per State purchasing requirements asking for technical consulting services for VPN rollout across the State. Responses were received from Elegant

Enterprise-Wide Solutions; Relational IT, Inc.; and NIIT Technologies, Inc. The bids were evaluated on cost per hour for the consultant, the consultant's qualifications and experience, and the company's viability. The evaluators were the Project Manager for the J-ONE project, the IT Manager for DOS, and the IT Lead for DOS. After consultant interviews with the three companies, NIIT Technologies was chosen as the best value to the State.

The following information is provided in accordance with the comptroller's instructional memorandum dated September 12, 1981.

1) List of personnel involved: One IT Network Specialist.

2) Nature, Need, and Duration: Person with technical expertise is needed to assist in configuration in virtual private networks at the local law enforcement level during the rollout of the VPN project portion of J-ONE. This person will have specific expertise in network infrastructure and network security consistent with the needs of criminal justice information (CJI). The need for the work is limited to the time during the build-out of the network only. The VPN is a more cost effective alternative for both the State and municipalities to the current frame-relay method of communication.

3) Relationship to existing agency programs: The VPN project is related to the One Justice Network (J-ONE), a project to connect and facilitate communication between different entities within the criminal justice community in New Hampshire, i.e., law enforcement, prosecution, courts, and corrections.

4) Has a similar program been requested of the legislature and denied? No.

5) Why wasn't funding included in the agency's budget request? The level of assistance that is required was not anticipated at the time that the project was planned. Without the technical assistance, migration to VPN will be slowed or in some cases impossible.

6) Can portions of the grant funds be utilized? Yes, but the pace of the project will be impacted and some municipalities may not be serviced if assistance is not available.

7) Estimate the funds required to continue this position: Once the migration is complete, the position will no longer be needed.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

John J. Barthelmes
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

December 17, 2013

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with NIIT Technologies Inc. (NIIT), as described below and referenced as DoIT No. 2014-028.

> This is an authorization to contract with NIIT for the purpose of hiring one temporary consultant to assist during the Virtual Private Network (VPN) rollout in preparing the courts for their future integration into the J-One project. The VPN project will replace or provide connectivity between the State, municipalities and counties via virtual private network connections and replace the existing (and costly) frame relay connections currently in use in most of these locations. This will result in considerable cost savings and will provide enhanced data communication capabilities via J-One. This contract will be effective upon Governor and Council approval through September 30, 2015. The contract value is $319,434.

A copy of this letter should accompany the Department of Safety submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/dcp
DOS 2014-028

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
Albert Sheldon, DOIT/DOS IT Lead

Bid Summary – Consultant for VPN Rollout Project

Company	Company Address	Consultant Name	Total Consultant Cost/hr. (rate)	Consultant Cost Points 50 Pts Max	Consultant Qualifications/ Experience 30 Pts Max	Company Viability 20 Pts Max	TOTAL 100 Pts Max
Elegant Enterprise-Wide Solutions	25961 Hartwood Drive Chantilly, VA 20152	Johti S. Hoon	$88.00	42.6	17.0	11.2	70.8
Relational IT, Inc.	14 Manchester Sq Box 22103 Portsmouth, NH 03802	Jack Hutchinson	$114.00	32.9	19.7	13.3	65.9
NIIT	1050 Crown Pointe Pkwy, Floor 5 Atlanta, GA 30338	Rakesh Sharma	$75.00	50.0	24.7	16.3	91.0
NIIT	1050 Crown Pointe Pkwy, Floor 5 Atlanta, GA 30338	Kamal Keshar	$75.00	50.0	26.3	16.3	92.6
				Max Points			92.6

Criteria Defined:

Consultant Name	The name of the specific consultant being proposed for the work under the RFP.
Total Consultant Cost/hr. (rate)	The total cost of the consultant per hour worked. This rate is considered the "totally loaded" cost to the State -- no other costs apply.
Consultant Cost Points	Raters' weighting of the cost proposal of the various consultants.
Consultant Qualifications and Experience	The qualifications (certifications, education, training) and experience (previous relevant positions to the current RFP) held by the candidate under consideration for the position.
Company Viability	The number of years that the bidding company has been in business and the financial circumstances of the company that tend to suggest their future viability for the term of the work under consideration.

Team of Evaluators and Credentials

Name	Position	Credentials
Rick Sheldon	IT Lead at the Department of Safety	Mr. Sheldon has previous experience as project manager for California Department of Transportation. He is Project Management Professional (PMP) certified by the Project Management Institute.
Brian Lumbert	IT Manager at the Department of Safety	Mr. Lumbert has previous experience as project manager for the DOD. He is DOD Program Manager certified by the Defense Systems Management College in Communications and Computer Systems.
Keith Lohmann	Program Manager for the J-One project for the NH Department of Safety	Mr. Lohmann is Project Management Professional (PMP) certified by the Project Management Institute and holds a Masters in Public Administration from University of North Carolina – Greensboro.

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY
DOS VPN ROLLOUT RFP 2014-028 CONTRACT AGREEMENT- PART 1

Subject: DOS VPN Rollout

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 1-888-454-6448	1.6 Account Number 45650000 500465 23JN06PR - DOS 046-500465 – Consultants $49,434 02-23-23-234010-22110000 Dept. of Safety – Division of State Police – Highway Safety Equipment and Training Grants 046-500465 $270,000 (135 FY 14 – 135 FY 15)	1.7 Completion Date September 30, 2015	1.8 Price Limitation $319,434.00
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number (603) 223-3020	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	

1.13 Acknowledgement: State of GA, County of Cobb

On 19th Dec, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

SANDRA R PRUITT NOTARY PUBLIC EXPIRES GEORGIA 2/28/2017 COBB COUNTY [Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

SANDRA R PRUITT, Notary

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Director of Administration

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 1/31/14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

TABLE OF CONTENTS

TERMS AND DEFINITIONS **3**

1. CONTRACT DOCUMENTS **9**

1.1 CONTRACT DOCUMENTS 9
1.2 ORDER OF PRECEDENCE 9

2. CONTRACT TERM **9**

3. COMPENSATION **10**

3.1 CONTRACT PRICE 10
3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT 10

4. CONTRACT MANAGEMENT **10**

4.1 NIIT TECHNOLOGIES INC. CONTRACT MANAGER 10
4.2 NIIT TECHNOLOGIES INC. KEY PROJECT STAFF 10
4.3 STATE CONTRACT MANAGER 11
4.4 STATE PROJECT MANAGER 12
4.5 WORK HOURS 12
4.6 STATE MEETINGS AND REPORTS 12
4.7 STATE-OWNED DOCUMENTS AND DATA 12
4.8 RECORDS RETENTION AND ACCESS REQUIREMENTS 13
4.9 ACCOUNTING REQUIREMENTS 13
4.10 BACKGROUND CHECKS 13

5. DELIVERABLES **13**

6. WARRANTY **14**

6.1 SERVICES 14
6.2 PERSONNEL 14
6.3 WARRANTY PERIOD 14

7. INTELLECTUAL PROPERTY **14**

8. WORK FOR HIRE **14**

8.1 COMPUTER USE 14
8.2 EMAIL USE 15
8.3 INTERNET/INTRANET USE 15

9. USE OF STATE'S INFORMATION, CONFIDENTIALITY **15**

9.1 USE OF STATE'S INFORMATION 15
9.2 STATE CONFIDENTIAL INFORMATION 15
9.3 NIIT TECHNOLOGIES INC. CONFIDENTIAL INFORMATION 16
9.4 SURVIVAL 16

10. GENERAL PROVISIONS **16**

10.1 CONDITIONAL NATURE OF CONTRACT 16
10.2 COMPLIANCE BY NIIT TECHNOLOGIES INC. WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY 17

10.3 REGULATORY/GOVERNMENT APPROVALS 17
10.4 ACCESS/COOPERATION 17
10.5 PERSONNEL 17
10.6 DISPUTE RESOLUTION 18
10.7 TERMINATION 18
10.8 TERMINATION FOR CONVENIENCE 19
10.9 TERMINATION FOR CONFLICT OF INTEREST 19
10.10 TERMINATION PROCEDURE 19
10.11 FORCE MAJEURE 20
10.12 ASSIGNMENT, DELEGATION AND SUBCONTRACTS 20
10.13 INDEMNIFICATION 21
10.14 LIMITATION OF LIABILITY 21
10.15 INSURANCE 22
10.16 WAIVER OF EVENT OF DEFAULT 22
10.17 NOTICE 22
10.18 AMENDMENT 23
10.19 CONSTRUCTION OF CONTRACT AND TERMS 23
10.20 THIRD PARTIES 23
10.21 HEADINGS 23
10.22 EXHIBITS 23
10.23 SURVIVAL 23
10.24 ENTIRE CONTRACT 23

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or proces0s once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration

	of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is a fully qualified IT consultant provided by the Vendor to the State under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.

Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued

	an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the project
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State requirements by supplying data processing Service resources according to specific terms and conditions
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Solution	The Solution consists of the qualified IT personnel proposed as augmentation to State staff as a response to the RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract

	Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire <Department > <Address> <City, State, Zip> ence to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through <date for latest end of contract>
Transition Services	Services and support provided when the contracted vendor is

	supporting system changes.
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS VPN ROLLOUT, RFP 2014-028
CONTRACT AGREEMENT- Part 2

This Contract is by and between the State of New Hampshire, acting through the DEPARTMENT OF SAFETY (the "State"), and NIIT Technologies Inc. Inc., a Georgia Corporation, having its principal place of business at 1050 Crown Pointe Pkwy, Suite 500, Atlanta, GA 30338.

RECITALS

The State issued a Request for Proposal 2014-028 to procure staff augmentation for VPN rollout services in support of the maintenance and current product enhancement requirements for the DOS JONE project for the Department of Safety.

NIIT Technologies Inc. submitted a Proposal in response to RFP 2014-028 to provide the staff augmentation for the State, with associated Services.

The parties agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents ("Contract Documents"):

a. Part 1- State Terms and Conditions contained in the Form P-37
b. Part 2- The Contract Agreement
c. Part 3- Exhibits

Exhibit A	Contract Deliverables
Exhibit B	Price and Payment Schedule
Exhibit C	Special Provisions
Exhibit D	RFP 2014-028 incorporated by reference
Exhibit E	The Contractor Proposal to RFP 2014-028, incorporated by reference
Exhibit F	Certificates and Attachments

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. *The State of New Hampshire Terms and Conditions Form P-37.*
b. The *General Contract Requirements*, as stated in the RFP Section 6.
c. State of New Hampshire, Department of Safety Contract 2014-028;
d. RFP 2014-028 DOS VPN Rollout, dated June 11, 2013
e. NIIT Technologies Inc. Proposal to RFP 2014-028, dated July 15, 2013

2. CONTRACT TERM

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date").

The Contract will begin on the Effective Date and extend through September 30, 2015 extending up to September 30, 2017. The Term may be extended up to 2 years, ("Extended Term") at the sole option of the State, subject to the parties' written agreement on applicable fees for each extended term, up to but not beyond September 30, 2017.

NIIT Technologies Inc. shall commence work upon issuance of the Notice to Proceed by the State. If NIIT Technologies Inc. commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of NIIT Technologies Inc. and the State shall be under no obligation to pay NIIT Technologies Inc. for any costs incurred or services performed.

Time is of the essence in the performance of NIIT Technologies Inc. obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

3.2 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, NOT TO EXCEED ("NTE") Contract with price and term limitations as set forth in the Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed $319,434.00.

The State may, at its discretion, retain other contractors to provide Services procured under this Contract. NIIT Technologies Inc. will not be responsible for any delay, act, or omission of such other contractors, except that NIIT Technologies Inc. shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of NIIT Technologies Inc.

4. CONTRACT MANAGEMENT

The Contract implementation will require the coordinated efforts of both NIIT Technologies Inc. and State personnel. NIIT Technologies Inc. shall provide all necessary resources to perform its obligations under the Contract.

4.1 NIIT Technologies Inc. Contract Manager

NIIT Technologies Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. NIIT Technologies Inc. Contract Manager is:

Anand Jacob Cherian
VP, Technology
1050 Crown Pointe Parkway, #500, Atlanta, GA 30338
TEL: 770 290 6032
FAX: 770 551 9229
EMAIL: Anand.Cherian@niit-tech.com

4.2 NIIT Technologies Inc. Key Project Staff

4.2.1 NIIT Technologies Inc. shall assign "Key Project Staff" who meet the requirements of the Contract, including but not limited to, the requirements set forth in RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*. The State may conduct reference and background checks on NIIT Technologies Inc. Key Project Staff. The State reserves the right to require removal or reassignment of NIIT Technologies Inc. Key Project Staff who are found unacceptable to the State.

Any background checks shall be performed in accordance with Contract Section 4.10: *Background Checks.*

4.2.2 NIIT Technologies Inc. shall not change any NIIT Technologies Inc. Key Project Staff commitments without providing the State written justification and obtaining prior written approval of the State. State approvals for replacement of NIIT Technologies Inc. Key Project Staff will not be unreasonably withheld. The replacement NIIT Technologies Inc. Key Project Staff shall have comparable or greater skills than the NIIT Technologies Inc. Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*; and be subject to reference and background checks described above in Contract Section 4.2.1 and in Contract Section 4.10: *Background Checks.*

In the event of staff replacement NIIT Technologies Inc. shall assign to the Contract replacement NIIT Technologies Inc. Key Project Staff promptly. Replacement Project staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of the Contract. Until NIIT Technologies Inc. Key Project Staff replacement is assigned, NIIT Technologies Inc. shall continue providing NIIT Technologies Inc. Key Project Staff services with an interim suitable NIIT Technologies Inc. Key Project Staff member.

4.2.3 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract and declare NIIT Technologies Inc. in default if NIIT Technologies Inc. fails to assign NIIT Technologies Inc. Key Project Staff meeting the requirements and terms of the Contract.

4.2.3.1 NIIT Technologies Inc. Key Project Staff shall consist of the following individuals in roles as identified below:

Key Members of NIIT Technologies Inc. Team are:

NIIT Technologies Inc. Team -Key Member(s)	Title
Rakesh Sharma	**Senior Network Engineer**

4.3 State Contract Manager

The State shall assign a State Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Elizabeth Bielecki
Department of Safety
33 Hazen Drive
Concord, NH 03305
TEL: (603) 223-8020
FAX: (603) 271-4017
EMAIL: ebielecki@safety.state.nh.us

4.4 State Project Manager

The State shall assign a State Project Manager. The State Project Manager's duties shall include the following:

a. Leading the Project;
b. Engaging and managing all Contractors; and
c. Managing significant issues and risks.
d. Managing stakeholders' concerns.

The State Project Manager is:

Keith Lohmann
Department of Information Technology
33 Hazen Drive
Concord, NH 03305
TEL: (603) 230-3041
FAX: (603) 271-5534
EMAIL: keith.lohmann@dos.nh.gov

4.5 Work Hours

NIIT Technologies Inc. personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

4.6 State Meetings and Reports

NIIT Technologies Inc. Contract Manager or NIIT Technologies Inc. Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of the Contract. NIIT Technologies Inc. Key Project Staff shall participate in meetings and produce reports as requested by the State, in accordance with the requirements and terms of the Contract Documents. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

a. Accomplishments during weeks being reported;
b. Planned activities for the upcoming two (2) week period;
c. Future activities; and
d. Issues and concerns requiring resolution.

As reasonably requested by the State, NIIT Technologies Inc. shall assist the State in preparing reports and presentations at no additional cost to the State.

4.7 State-Owned Documents and Data

NIIT Technologies Inc. shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State-Owned Documents"). Upon termination of the Contract, NIIT Technologies Inc. shall turn over all State-Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

NIIT Technologies Inc. shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

NIIT Technologies Inc. and any of its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. NIIT Technologies Inc. and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. NIIT Technologies Inc. shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to NIIT Technologies Inc. cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

4.9 Accounting Requirements

NIIT Technologies Inc. shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of NIIT Technologies Inc. personnel, identified and assigned. Background screening shall be completed before such personnel begin providing services. The State shall maintain the confidence of such background screening results in accordance with Contract Section 9: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

NIIT Technologies Inc. shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the Vendor Proposal Response, Section IV*: Corporate Qualifications* to State of NH Request for Proposal (RFP) 2014-028 fulfilling the Requirements stated in the RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager as required under the Contract Documents.

6. WARRANTY

6.1 Services

NIIT Technologies Inc. shall warrant all Services provided in the Contract Documents. All Services shall be provided expeditiously, in a professional manner and will comply in accordance with the Specifications listed in the RFP Appendix C: *Requirements and Deliverables,* Section 6: *General Contract Requirements,* and RFP Appendix G: *General Standards and Requirement.*

6.2 Personnel

NIIT Technologies Inc. shall warrant that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.3 Warranty Period

NIIT Technologies Inc. shall warrant all Services and personnel, engaged under the Contract as a result of the RFP, for the duration of the Contract period.

7. INTELLECTUAL PROPERTY

The State shall hold ownership, title, and rights in any Custom Software developed in connection with the performance of obligations under the Contract, or modifications to the Software and their associated Documentation.

NIIT Technologies Inc. shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

8. WORK FOR HIRE

In performing its obligations under the Contract, the State and NIIT Technologies Inc. agree that any work created or prepared by NIIT Technologies Inc. personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

8.1 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.

c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

8.2 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Vendors understand and agree that use of email shall follow State standard policy (available upon request).

8.3 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

9. USE OF STATE'S INFORMATION, CONFIDENTIALITY

9.1 Use of State's Information

In performing its obligations under the Contract, NIIT Technologies Inc. may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A:5 *Exemptions).* NIIT Technologies Inc. shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for NIIT Technologies Inc. performance under the Contract, unless otherwise permitted under the Contract.

9.2 State Confidential Information

NIIT Technologies Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to NIIT Technologies Inc. in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require prior written approval of the State. NIIT Technologies Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon NIIT Technologies Inc. regarding the State Confidential Information, and NIIT Technologies Inc. shall cooperate with the State in any effort it undertakes to contest the request, subpoena or other legal process at no additional cost to the State.

In the event of unauthorized release of the State Confidential Information, NIIT Technologies Inc. shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

9.3 NIIT Technologies Inc. Confidential Information

Insofar as NIIT Technologies Inc. seeks to maintain the confidentiality of its confidential, or proprietary information, NIIT Technologies Inc. must clearly identify in writing the information it claims to be confidential or proprietary. NIIT Technologies Inc. acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, New Hampshire RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, New Hampshire RSA Chapter 91-A. In the event the State receives a request for the information identified by NIIT Technologies Inc. as confidential, the State shall notify NIIT Technologies Inc. and specify the date the State will be releasing the requested information. At the request of the State, NIIT Technologies Inc. shall cooperate and assist the State with collection and review of NIIT Technologies Inc. information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be NIIT Technologies Inc. sole responsibility and at NIIT Technologies Inc. sole expense. If NIIT Technologies Inc. fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to NIIT Technologies Inc. without any State liability to NIIT Technologies Inc.

9.4 Survival

This Contract Section 9, *Use of State's Information, Confidentiality*, shall survive termination or Contract conclusion.

10. GENERAL PROVISIONS

10.1 Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving NIIT Technologies Inc. notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.6: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

10.2 Compliance by NIIT Technologies Inc. with Laws and Regulations: Equal Employment Opportunity

10.2.1 In connection with the performance of the Contract, NIIT Technologies Inc. shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon NIIT Technologies Inc., including, but not limited to, civil rights and equal opportunity laws. NIIT Technologies Inc. shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

10.2.2 During the term of the Contract, NIIT Technologies Inc. shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

10.2.3 If the Contract is funded in any part by monies of the United States, NIIT Technologies Inc. shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. NIIT Technologies Inc. further agrees to permit the State or United States, access to any of NIIT Technologies Inc. pertinent books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

10.3 Regulatory/Government Approvals

NIIT Technologies Inc. shall obtain all necessary and applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

10.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide NIIT Technologies Inc. with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow NIIT Technologies Inc. to perform its obligations under the Contract.

10.5 Personnel

10.5.1 The performance of NIIT Technologies Inc. obligations under the Contract shall be carried out by NIIT Technologies Inc. NIIT Technologies Inc. shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform NIIT Technologies Inc. obligations under the Contract.

10.5.2 NIIT Technologies Inc. shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

10.5.3 John J. Barthelmes, DOS Commissioner, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

10.6 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Contract.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Consultant	Keith Lohmann, State Project Manager (PM)	5 Business Days
First	Anand Jacob Cherian, VP	Kevin O;Brien, DOS Operations Chief	10 Business Days
Second	Lalit Dhingra, President	John J. Barthelmes, DOS Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

10.7 Termination

10.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide NIIT Technologies Inc. written notice of default, and NIIT Technologies Inc. must cure the default within thirty (30) days ("Cure Period"). If NIIT Technologies Inc. fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare NIIT Technologies Inc. in default, and pursue its remedies at law or in equity or both.

10.7.2 In the event the State declares NIIT Technologies Inc. in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

10.7.2.1 Set off against any other obligations the State may owe to NIIT Technologies Inc., under this Contract;

10.7.2.2 Procure Services that are the subject of the Contract from another source and NIIT Technologies Inc. shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

10.7.2.3 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

10.7.3 In the event of default by the State, NIIT Technologies Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by NIIT Technologies Inc.

10.7.4 No remedy conferred under the Contract Documents is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract Documents. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

10.8 Termination for Convenience

10.8.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to NIIT Technologies Inc. In the event of such termination for convenience, the State shall pay NIIT Technologies Inc. the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract will be paid, in whole or in part, generally in accordance with Exhibit B, *Price and Payment Schedule*, of the Contract.

10.8.2 During the thirty (30) day period, NIIT Technologies Inc. shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

10.9 Termination for Conflict of Interest

10.9.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance. The State shall pay all other contracted payments that would have become due and payable if NIIT Technologies Inc. did not know, or reasonably did not know, of the conflict.

10.9.2 In the event the Contract is terminated as provided above and NIIT Technologies Inc. knew or should have known of such a conflict, the State shall be entitled to declare NIIT Technologies Inc. in default, and to pursue remedies available at law and in equity.

10.10 Termination Procedure

10.10.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require NIIT Technologies Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

10.10.2 After receipt of a notice of termination, and except as otherwise directed by the State, NIIT Technologies Inc. shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities, and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of NIIT Technologies Inc. and in which the State has an interest;

d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that NIIT Technologies Inc. has surrendered to the State all said property.

10.11 Force Majeure

Neither NIIT Technologies Inc. nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include NIIT Technologies Inc. inability to hire or provide personnel needed for NIIT Technologies Inc. performance under the Contract.

10.12 Assignment, Delegation and Subcontracts

NIIT Technologies Inc. shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

10.12.2 NIIT Technologies Inc. shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted

assignment, delegation, subcontract or other transfer shall not relieve NIIT Technologies Inc. of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT Technologies Inc. that may arise from any event of default; and the State will consider NIIT Technologies Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

10.12.3 Notwithstanding the foregoing, nothing herein shall prohibit NIIT Technologies Inc. from assigning the Contract to the successor of all or substantially all of the assets of the business of NIIT Technologies Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that NIIT Technologies Inc. should change ownership, as permitted under this Contract Section 10.12.3, the State shall have the option of continuing under the Contract with NIIT Technologies Inc., its successors or assigns for the full remaining term of the Contract; continuing under the Contract with NIIT Technologies Inc., or its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to NIIT Technologies Inc., its successors or assigns.

10.13 Indemnification

10.13.1 General

NIIT Technologies Inc. shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of NIIT Technologies Inc., its personnel or agents in connection with NIIT Technologies Inc. performance of the Contract.

10.13.2 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

10.13.3 Survival

This Contract Section 10.13, *Indemnification,* shall survive termination of this Agreement.

10.14 Limitation of Liability

10.14.1 State

Subject to applicable laws and regulations, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and the Contract, the State's liability to NIIT Technologies Inc. shall not exceed $319,434.00, the total Contract price set forth in Contract Agreement Part 1 General Provisions Section 1.8.

10.14.2 The Contractor

Subject to applicable laws and regulations, in no event shall NIIT Technologies Inc. be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and NIIT

Technologies Inc. liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement Part 1, General Provisions Section 1.8.
Notwithstanding the foregoing, the limitation of liability in this Contract Section 10.14.2 shall not apply NIIT Technologies Inc. indemnification obligations set forth in Contract Section 10.13: *Indemnification* and confidentiality obligations in Contract Section 9: *Use of State's Information, Confidentiality,* which shall be unlimited.

10.14.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

10.14.4 Survival

This Section 10.14, *Limitation of Liability*, shall survive termination or Contract Conclusion.

10.15 Insurance

10.15.1 NIIT Technologies Inc. Insurance Requirement

NIIT Technologies Inc. shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

10.16 Waiver of Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of NIIT Technologies Inc.

10.17 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO THE CONTRACTOR:	TO STATE:
NIIT Technologies Inc.	State of New Hampshire
Lalit Dhingra	Keith Lohmann
1050 Crown Pointe Parkway #500	Department of Safety

Atlanta, GA 30338
Tel: (770) 551-9494

33 Hazen Drive
Concord, NH, 03305
Tel: (603) 230-3041

10.18 Amendment

The Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

10.19 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

10.20 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

10.21 Headings

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

10.22 Exhibits

The Exhibits referred to in and attached to the Contract are incorporated by reference as if fully set forth herein.

10.23 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive including, but not limited to, the terms of Contract Section 4.8: *Records Retention and Access Requirements*, Contract Section 4.9: *Accounting Requirements*, Contract Section 8: *Work for Hire*, Contract Section 9: *Use of State's Information, Confidentiality* and Contract Section 10.13: *Indemnification* shall survive the termination of the Contract.

10.24 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior Contracts and understandings pertaining to the Project.

Exhibit A – Contract Deliverables

1. INTRODUCTION

NIIT shall provide the State with selected IT Consultant personnel to augment the State's Department Staff for technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles, for the Department of Safety.

The Deliverable is fully qualified IT Consultant personnel with knowledge and experience as declared in NIIT's Proposal response to RFP 2014-028, RFP Appendix E, and RFP Section E-2: *Candidates for Vendor VPN Rollout Roles,* dated 06-11-2013. NIIT verifies that the IT Consultant personnel are capable of fulfilling the Requirements stated in RFP Appendix C, Section C-1: *Requirements* and detailed on the table below, and that they will be working on site for full business days on projects as directed by the State Project Manager.

Pricing for Deliverables is set forth in Contract Exhibit B: *Price and Payment Schedule.* Pricing will be effective for the Term of this Contract, and any extension thereof.

2. DELIVERABLE REQUIREMENTS

Deliverable requirements that NIIT will fulfill with this Contract include the following:

Deliverable Requirements

REQ #	Requirement/Deliverable
1	Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: *Requirements*
2	Senior Network Engineer

Role specific job requirements are as follows:

1. Contact non-State users as directed/needed to encourage completion of technical surveys.
2. Document and review technical information in survey documents received from non-State users wishing to connect to J-One.
3. Document all final configurations for future reference.
4. Contact end-users as needed for clarification or elaboration of information provided on surveys.
5. Provide general background information to non-State end users on the networking choices available for connection to J-One including, but not limited to:
    a. "Smart Tunnel" connection from individual devices to the edge State firewall (Cisco™ Adaptive Security Appliance;
    b. LAN-to-LAN IP-Sec Tunnel between networks
    c. Connection by individual device via Cisco™ Anyconnect VPN.
    d. Frame-Relay connections
6. Configure State network devices as needed to support individual end-user connections.

Exhibit A – Contract Deliverables

7. Assist non-State users as requested in the configuration of their networks/devices for connection to J-One.
8. Participate in testing and troubleshoot connection issues as needed and/or directed.

NIIT response to RFP Requirements Table

S. No.	Requirements	Mandatory or Optional (M or O)	Met	Not Met	Comments
1	CCNP or CCIE Certification with a background in Security	M	M		
2	Strong knowledge of SSL VPN, IPSEC VPN	M	M		
3	Thorough knowledge of ASA Firewall and Web-VPN Customization	M	M		
4	Two years experience with Two-Factor Authentication integration into VPN Clients	M	M		
5	Two years experience using Active Directory for Authentication for Client Based VPN.	M	M		
6	Strong knowledge of Cisco IDS/IPS Sensor design, deployment and tuning of signatures	M	M		
7	Strong knowledge of Cisco Security Manager and using it to manage IPS/IDS Sensors	M	M		
8	Strong knowledge of Cisco NAC and Experience migrating Cisco NAC deployments into an ISE deployment.	M	M		
9	Ability to Assist Municipalities and the state to implement four types of VPN's throughout the State of N.H. (LAN to LAN IP-Sec Tunnels; Cisco Smarttunnel; Cisco Anyconnect workstation configuration; Cisco Anyconnect semi-persistent hardware tunnel.	M	M		
10	Ability to Test end to end connectivity of VPN's with State to ensure operability.	M	M		
11	Ability to Coordinate all onsite visits with appropriate Municipality and State Staff before traveling to location.	M	M		

Exhibit A – Contract Deliverables

S. No.	Requirements	Mandatory or Optional (M or O)	Met	Not Met	Comments
12	Primary Work Location will be 33 Hazen Drive, Concord N.H.	M	M		
13	Accept Total Responsibility for three basic types of work. 1. Coordination of configuration with Municipalities that have technical support staff. 2. Some configuration work with Municipalities that have limited or inexperienced technical support staff. 3. Complete configuration of municipality equipment, testing to ensure their network still functions properly and testing of VPN back to the State to ensure final connectivity of VPN is confirmed.	M	M		
14	Assigned Staff must be fingerprinted and cleared to work in Criminal Justice Information System Environment prior to starting work and remain certified throughout engagement.	M	M		
15	Assigned Staff must speak English well and be able to communicate well with a wide variety of municipality and State staff.	M	M		
16	Assigned Staff must be able to travel throughout the State of N.H. following standard maps to any of the 235 municipal locations.	M	M		
17	Assigned Staff must be able to find accommodations and stay overnight between locations should the schedule dictate.	M	M		
18	Assigned Staff must be familiar with a wide variety of network equipment, their functions, configuration parameters & choices, and the ability to describe same to municipality technical support staff over the phone or in person.	M	M		
19	Assigned Staff must have the flexibility to work reasonable additional time (ie longer than 8 hours per day) while at a site to conclude business to reduce excessive travel and additional expense to the State.	M	M		

Exhibit A – Contract Deliverables

S. No.	Requirements	Mandatory or Optional (M or O)	Met	Not Met	Comments
20	Individuals must have their own mode of transportation but the State may be able to provide a State vehicle when and if available. Operators of State vehicles must be State certified in advance of using State vehicles.	M	M		
21	Individuals must wear appropriate business casual attire and present a State provided ID Card when asked while on site both at a municipality and 33 Hazen Drive, Concord, N.H.	M	M		
22	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	M		
23	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	M		
24	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	M		
25	Vendor shall provide Project Staff as specified in the RFP.	M	M		
26	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	M		
27	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	M		

Exhibit A – Contract Deliverables

S. No.	Requirements	Mandatory or Optional (M or O)	Met	Not Met	Comments
28	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	M		
29	Experience with and capability of using Microsoft WORD, EXCEL and PROJECT	M	M		
30	Experience with and ability to use Visio Software	M	M		
31	Experience with and ability to draft formal presentations using PowerPoint Software	M	M		

Pre-engagement Interview –Each candidate must pass a pre-engagement interview conducted by Department IT personnel.

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) $319,434.00 for the period from the Effective Date through September 30, 2015. NIIT shall be responsible for performing its obligations in accordance with the Contract.

This Contract will allow NIIT to invoice the State for Services performed by its IT Consultant personnel. All charges by NIIT under this Contract for IT Consultant Personnel Services shall be in accord with the schedule in the table below:

Table B-1 Price Payment Schedule

Payment Schedule					
Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: *Requirements*	**SFY 2014**	**SFY 2015**	**SFY 2016**	**SFY 2017**	**SFY 2018**
Senior Network Engineer	$75	$79	$83	$ 87	$ 91

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $319,434.00 ("Total Contract Price") as defined in the Contract Agreement Part 1, General Provisions Section 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

3. INVOICING

NIIT shall submit monthly invoices based upon the actual hours worked in a month by the IT Consultant personnel, as supplied by NIIT and permitted by the Contract and the terms listed herein. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld.

NIIT shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify NIIT of the alleged error prior to the due date of such payment. The State and NIIT agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to NIIT. The State shall promptly pay upon resolution of such dispute or within such

fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

NIIT Technologies Inc.
1050 Crown Pointe Parkway 5th Floor
Atlanta, GA 30338
Tel: (770) 551-9494

5. OVERPAYMENTS

NIIT shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notification from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against NIIT invoices with appropriate information attached.

7. RIGHT TO OFFSET

See *Contract Agreement* –Part 1 Section #5.3.

8. GRANT FUNDING LIMITATION

If federal funds become unavailable then this contract is no longer in effect. The State shall follow the termination procedures referenced in Section 10.10 of this contract agreement.

Contract Agreement Part 1- Section 12: *Assignment/Delegation/Subcontracts* reads:

> The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

It is changed to read:

> The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the **State**. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

INSURANCE

Section 13.13.1, item a, of the Statement of Work relating to insurance requirements reads:

10.15 Insurance

10.15.1 NIIT Technologies Inc. Insurance Requirement
NIIT Technologies Inc. shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence;

It is hereby amended to read:

10.15 Insurance

10.15.1 NIIT Technologies Inc. Insurance Requirement
NIIT Technologies Inc. shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and **$1,000,000 per incident**;

Exhibit D –RFP/RFB

The Request for Proposal (RFP) 2014-028 document dated June 11, 2013, is hereby incorporated by reference.

Exhibit E –Contractor Proposal

The Contractor Proposal response to the Request for Proposal (RFP) 2014-028.

Exhibit F –Certificates and Attachments

Included are:

A. The Contractor Certificate of Vote/Authority

B. The Contractor Certificate of Good Standing

C. The Contractor Certificate of Insurance

CONTRACTUAL AGREEMENT
FOR HIGHWAY SAFETY PROJECT GRANT

State Of New Hampshire
Highway Safety Agency
78 Regional Drive, Building 2
Concord, NH 03301-8530

For HSA Use Only

Date Received	Project Number
December 5, 2013	#310-14S-003
Date Approved	**PSP and Task #**
December 5, 2013	14-12, 01

Part I

1. Project Title	2. Type of Application (Check One)
NH State Police VPN Installation Assistance	[X] Initial [ ] Revision [ ] Continuation

3. Applicant	
A. Name of Agency DUNS Number 060340564 NH Department of Safety NH Division of State Police	B. Address of Agency 33 Hazen Drive Concord NH 03305-0011
C. Government Unit (Check One) [X] State [ ] City/Town [ ] County [ ] Other (specify):	D. Name Address of Governmental Unit State of New Hampshire Concord, NH 03301

4. Contract Duration			
A. Contract Period		Functional Area	M3DA - 405c Data Program
Start Date:	December 1, 2013	CFDA#	20.616
Termination Date:	September 30, 2014	Program Title	Traffic Safety Info System Improvement Grant
		Funding Source	National Highway Traffic Safety Administratio

6. Description of Project (Describe in detail in Schedule A) and Source of Funds

Budget (Provide itemization as called for on Schedule B) and Source of Funds

Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense					
c. Equipment					
d. Indirect Costs Audit	$14,080.50	$14,080.50			
e. Contractual Services	$135,000.00	$135,000.00			
f. Other					
Total Estimated Costs Including Non-Federal Share	$149,080.50	$149,080.50			

7. Local Benefit:

It is anticipated that the federal share for local benefit will be: 100% ($149,080.50)

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Dheeraj Bhardwaj, do hereby certify that:
(Name of Vice President – Human Resources of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Vice President – Human Resources of NIIT Technologies Inc.
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.
(Date given authority)

RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the Department of Safety, providing for the performance of certain IT consulting services.

RESOLVED: That the Controller,
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 12/19/2013.
(Date Contract Signed)

4. Ritesh Agrawal is the duly elected Controller, of the Corporation.
(Name of Contact Signatory) (Title of Contract Signatory)

(Signature of the Vice President – Human Resources of the Corporation)

STATE OF Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 19th day of Dec, 2013, by Dheeraj Bhardwaj.
(Name of person signing above, Vice President – Human Resources of the Corporation)

(NOTARY SEAL) Sandra R Pruitt.
Notary Public / Justice of the Peace

Commission Expires: 2/28/2017

SANDRA R. PRUITT NOTARY PUBLIC EXPIRES GEORGIA 2/28/2017 COBB COUNTY

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NIIT Technologies Inc. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on October 3, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of July, A.D. 2013

William M. Gardner
Secretary of State

139318

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME: Atlanta Certificate Request
PHONE (A/C, No, Ext): 404-923-3700 FAX (A/C, No): 877-362-9069
E-MAIL ADDRESS: atlcertrequest@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great Northern Insurance Company	20303
INSURER B :	Federal Insurance Company	20281
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
NIIT (USA), INC.
1050 Crown Pointe Parkway
Suite 500
Atlanta GA 30338

COVERAGES **CERTIFICATE NUMBER:** 7167637 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			35862638	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73547354 $100,000 Limit Hired Phys Damage Comp-$500 Ded Coll-$500 Ded	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			79839147	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71725711	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NAMED INSUREDS:NIIT(USA), INC.; NIIT TECHNOLOGIES, INC.;NIIT TECHNOLOGIES LIMITED,;NIIT HEALTHCARE TECHNOLOGIES, INC. AND NITT MEDIA TECHNOLOGIES, LLC.

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety
Attn: Keith Lohmann
33 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.