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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

Denis Goulet
Commissioner

May 12, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Information Technology, for the benefit of the Department of Safety, to enter into a Sole Source contract amendment with Coforge, Inc. (Erstwhile NIIT Technologies Inc.) (Vendor #165248) of Atlanta GA, by increasing the price limitation by $746,240 from $2,299,000 to $3,045,240 for technical support services for the Municipal Agent Automation Project (MAAP). The purpose of this increase is to add an additional resource to work closely with DMV personnel to define business requirements, design and implement programs that support software changes necessary to the MAAP project. The contract was originally approved on June 29, 2016, item #51 and amended on June 19, 2019, Item #129.

2) Further authorize the Department to extend the expiration date of the contract from June 30, 2021 to August 31, 2022. The contract amendment will be effective upon Governor and Executive Council approval through August 31, 2022.

Agency (Class 27) Funds: The agency Class 27 used by DOS to reimburse DoIT for this contract is - Cost of Collections 82.59% Other, 17.41% Federal Funds. Funds are anticipated to be available in State Fiscal Years 2022 and 2023 contingent upon the availability and continued appropriation of funds with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	Activity Code	FY 22	FY 23
01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$635,520	$110,720
SUBTOTAL		**$635,520.00**	**$110,720.00**
		GRAND TOTAL	**$746,240.00**

EXPLANATION

The purpose of the amendment is for three (3) vendor staff resources to provide for additional application, development, testing and implementation support for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).

This contract amendment is **sole source** allow Coforge additional time to continue with the current contracted functionality, while DOS releases a Request for Proposal and awards a resulting contract for support for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP)..

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

Robert L. Quinn
Commissioner
Department of Safety

DG/kaf
2016-033B
RID # 59687
cc: Pam McGovern, DOS IT Lead

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

Denis Goulet
Commissioner

May 4, 2021

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with NIIT Technologies of Atlanta, GA, as described below and referenced as DoIT No. 2016-033B.

> The purpose of this request is to enter into a contract amendment with NIIT Technologies for technical support services for the Municipal Agent Automation Project (MAAP) to provide additional application, development, testing and implementation support for the Department' of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).
>
> The funding amount for this amendment is $746,240, increasing the current contract from $2,299,000 to $3,045,240. This amendment also extends the contract completion date to August 31, 2022 from the original completion date of June 30, 2021 and shall become effective upon Governor and Executive Council approval through August 31, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-033B
RID: 59687

cc: Pam McGovern, IT Manager, DoIT

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-033, on June 29, 2016, Item # 51 and amended on June 19, 2019, Item #129 (herein after referred to as the "Agreement"), Coforge Inc (Erstwhile NIIT Technologies, Inc). (Coforge) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 10.18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by $746, 240 to bring the total contract price to $3,045,240.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Agreement - General Provisions by extending the end date to August 31, 2022.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $2,299,000 to $3,045,240.

3. Amend Section 1.1 of the Payment Schedule of the Agreement by increasing the Price Limitation from $2,299,000 to $3,045,240. This will accommodate the use of three (3) vendor staff member for 6720 hours for support and maintenance of various MAAP modules for NH DOS.

Exhibit B: of the Agreement is hereby amended as described below:

Section 1.1 Not to Exceed, IT Consultant Services Hourly Rates Table is updated as follows

IT Consultant Services Hourly Rates Table

Position Title	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Senior Developer	$95	$99	$103	$107	$111	$117	$122
Junior Developer	$85	$89	$93	$97	$101	$107	$112

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT B

Table 2 Contract 2016-033 – DOS MAAP Support Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-033	Original Contract	June 29, 2016, Item # 51	6/30/2019	$1,185,000.00
2016-033 Amendment A	Amendment to Increase Funding and Extend End Date	June 19, 2019, Item # 129	6/30/2021	$1,114,000
2016-033 Amendment B	Amendment to Increase Funding and Extend End Date	TBD	8/31/2022	$746, 240
	CONTRACT TOTAL			$3,045,240

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT B

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Date: 04/16/2021

Ritesh Agrawal
Associate Vice President, Finance
Coforge Inc (Erstwhile NIIT Technologies, Inc.)

State of New Hampshire

Date: May 4, 2021

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

/s/ Stacie M. Moeser

Date: May 10, 2021

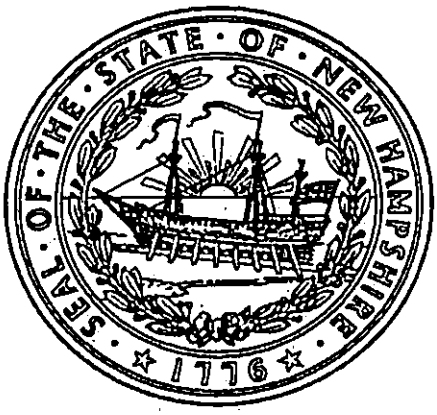
State of New Hampshire, Department of Justice

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. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 603245
Certificate Number: 0005344668



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2021.

William M. Gardner
Secretary of State

Coforge

CERTIFICATE OF AUTHORITY/VOTE

I, Ruchi Kulhari, do hereby certify that:

1. I am a duly elected Senior Vice President – Human Resources of Coforge Inc. (Erstwhile NIIT Technologies Inc).

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

   RESOLVED: That the Associate Vice President, Finance,

   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. Ritesh Agrawal is the duly elected Associate Vice President, Finance, of the Corporation. He took this position on April 1st, 2019.

4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Associate Vice President, Finance as of April 16th, 2021.

Ruchi Kulhari, Senior Vice President – Human Resources
Coforge Inc. (Erstwhile NIIT Technologies Inc.)

April 16, 2021
Date

Coforge Inc.
502 Carnegie Center Drive #301, Princeton, NJ 08540, USA Tel: (770) 290-6113, www.coforgetech.com

Coforge Inc. | Confidential

Control Number : 0415662

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

NIIT TECHNOLOGIES INC.
a Domestic Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 09/01/2020 changing its name to

Coforge, Inc.
a Domestic Profit Corporation

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 09/03/2020.

Brad Raffensperger
Secretary of State

ARTICLES OF AMENDMENT

Electronically Filed
Secretary of State
Filing Date: 8/27/2020 4:09:42 PM

Article 1

Business Name : NIIT TECHNOLOGIES INC.

Control Number : 0415662

Article 2

The entity hereby adopts an amendment to change its name to the following new business name:

New Business Name : Coforge, Inc.

Effective Date : 09/01/2020

Article 3

The date of the adoption of the amendment was: 08/26/2020

Article 3r

The amendment was duly adopted by the following method :
The amendment was adopted by a sufficient vote of the shareholders.

Article 4

The date of the adoption of the amendment was: 08/26/2020

Article 5

The undersigned does hereby certify that a request for publication of a notice of the filing of articles of amendment to change the corporation's name along with the publication fee of $40.00 has been forwarded to the legal organ of the county of the registered office as required by O.C.G.A. 14-2-1006.1.

Authorizer Information

Authorizer Signature : Ritesh Agrawal **Authorizer Title :** Officer

Client#: 1793767 COFORLIM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
1 Concourse Pkwy NE
Suite 700
Atlanta, GA 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 404 923-3700 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D :	22667
INSURER E :	
INSURER F :	

INSURED
Coforge, Inc.
1050 Crown Pointe Parkway, Suite 1000
Atlanta, GA 30338

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	X COMMERCIAL GENERAL LIABILITY			36048069	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73614321	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$1,000,000
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			79894589	04/01/2021	04/01/2022	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71750290	04/01/2021	04/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A		71750291			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Certificate of Liability

CERTIFICATE HOLDER

State of New Hampshire
Dept of Inf Tech, Denis Goulet,
27 Hazen Dr.
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

Paula B Bulman

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JUN05'19 AM11:01 DAS

129 RB MLC

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

Denis Goulet
Commissioner

June 5, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Information Technology, for the benefit of the Department of Safety, to exercise a contract renewal option with NIIT Technologies (Vendor #165248) of Atlanta GA, by increasing the price limitation by $1,114,000 from $1,185,000 to $2,299,000 for technical support services for the Municipal Agent Automation Project (MAAP). The purpose of this increase is to add an additional resource to work closely with DMV personnel to define business requirements, design and implement programs that support software changes necessary to the MAAP project. The contract was originally approved on June 29, 2016, item #51.

2) Further authorize the Department to extend the expiration date of the contract from June 30, 2019 to June 30, 2021. The contract amendment will be effective upon Governor and Executive Council approval through June 30, 2021.

82.59% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Agency Income - Cost of Collections, 17.41% Federal Funds. Funds are anticipated to be available in State Fiscal Years 2020 and 2021 contingent upon the availability and continued appropriation of funds with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	Activity Code	FY 2020	FY 2021
01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$460,000	$460,000
02-23-23-232010-29120000- CVISN/ITD Grant 046-500465 – IT Consultants	n/a	$194,000	
SUBTOTAL		**$654,000.00**	**$460,000.00**
		GRAND TOTAL	**$1,114,000.00**

EXPLANATION

The purpose of the amendment is for three (3) vendor staff resources to provide for additional application, development, testing and implementation support for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

Robert L. Quinn
Commissioner
Department of Safety

DG/kaf
2016-033A
RID # 41665
cc: Pam McGovern, DOS IT Lead

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

Denis Goulet
Commissioner

May 23, 2019

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with NIIT Technologies of Atlanta, GA, as described below and referenced as DoIT No. 2016-033A.

The purpose of this request is to enter into a contract amendment with NIIT Technologies for technical support services for the Municipal Agent Automation Project (MAAP) to provide additional application, development, testing and implementation support for the Department' of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).

The funding amount for this amendment is $1,114,000, increasing the current contract from $1,185,000 to $2,299,000. This amendment also extends the contract completion date to June 30, 2021 from the original completion date of June 30, 2019 and shall become effective upon Governor and Executive Council approval through June 30, 2021.

A copy of this letter should accompany the DoIT's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/ck
DoIT #2016-033A
RID 41665

cc: Pam McGovern, IT Manager, DoIT

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-033, on June 29, 2016, Item # 51 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 10.18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price in the amount of $1,114,000.00, increasing the contract amount from $1,185,000.00 to a total of $2,299,000.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Agreement - General Provisions by extending the end date to June 30, 2021.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation in the amount of $1,114,000.00, increasing the contract amount from $1,185,000.00 to a total of $2,299,000.00.

3. Amend Section 1.1 of the Payment Schedule of the Agreement by increasing the Price Limitation in the amount of $1,114,000.00, increasing the contract amount from $1,185,000.00 to a total of $2,299,000.00. This will accommodate the use of three (3) vendor staff member for 6000 hours for support and maintenance of various MAAP modules for NH DOS.

Exhibit B: of the Agreement is hereby amended as described below:

1. Amend Exhibit B by replacing Paragraph 2 in its entirety as follows:

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 $2,299,000.00 ("Total Contract Price"). 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.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT A

Table 2 Contract 2016-033 – DOS MAAP Support Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2016-033	Original Contract	6/30/2019	$1,185,000.00
2016-033Amendment A	Amendment to Increase Funding and Extend End Date.	6/30/2021	$1,114,000.00
	CONTRACT TOTAL		$2,299,000.00

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Date: 05/17/2019

Ritesh Agrawal, Controller
NIIT Technologies, Inc.

Corporate Signature Notarized:
STATE OF GEORGIA

COUNTY OF Dekalb

On this the 17 day of May, 2019, before me, Ritesh Agrawal, the undersigned Officer_____, personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: 10/11/22

(SEAL)

Eric Sutor
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 10/11/2022

State of New Hampshire
Department of Safety MAAP Support
RFP 2016-033
CONTRACT AMENDMENT A

State of New Hampshire

Date: 5/24/2019

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

Date: 6/1/2019

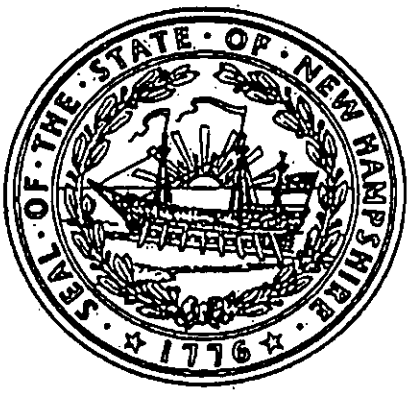
State of New Hampshire, Department of Justice

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. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 603245
Certificate Number: 0004511543



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Sheeja Thomas, do hereby certify that:

1. I am a duly elected Associate Vice President – Human Resources of NIIT Technologies Inc.

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

   RESOLVED: That the Controller and Secretary,

   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. Ritesh Agrawal is the duly elected Controller and Secretary, of the Corporation. He took this position on April 1st, 2005.

4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Controller and Secretary as of 05/07/2019.

NIIT Technologies Inc. Associate Vice President – Human Resources

STATE OF Georgia

County of DeKalb

The foregoing instrument was acknowledged before me this 17 day of May, 2019, by Sheeja Thomas.

(NOTARY SEAL)

Notary Public / Justice of the Peace

Commission Expires: 10/11/22

Eric Sutor
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 10/11/2022

NIITUSA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2019

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 have ADDITIONAL INSURED provisions or 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
USI Insurance Services LLC
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2888

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C: Chubb Indemnity Insurance Co.	12777
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NIIT TECHNOLOGIES, INC.
1050 Crown Pointe Parkway
10th Floor
Atlanta GA 30338

COVERAGES CERTIFICATE NUMBER: 14178235 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35862838	04/01/2019	04/01/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73547354	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							$	$
B	X UMBRELLA LIAB X OCCUR			79839147	04/01/2019	04/01/2020	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71725711	04/01/2019	04/01/2020	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		71750200	04/02/2019	04/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate of Liability

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Information Technology
Chief Information Officer
27 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

Donna Maddox

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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

Denis Goulet
Commissioner

May 24, 2016

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Safety, Division of Motor Vehicles, to enter into a contract with NIIT Technologies (Vendor # 165248) of Atlanta, GA, in the amount of $1,185,000.00 for technical support services for the Municipal Agent Automation Project (MAAP) effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. This contract may be extended up to two additional years, 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 June 30, 2021.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Cost of Collections. Funds to support this request is available in the following accounts in State Fiscal Year (SFY) 2017 and anticipated to be available in SFY 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2017	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$380,000	
		2017 Subtotal		**$380,000.00**
2018	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$395,000	
		2018 Subtotal		**$395,000.00**
2019	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$410,000	
		2019 Subtotal		**$410,000.00**
	GRAND TOTAL			**$1,185,000.00**

EXPLANATION

This contract is the result of a competitive solicitation under RFP DOS 2016-033 MAAP Support to procure staff resources for technical application development in support of maintenance and current product enhancement requirement for Department of Information Technology. NIIT was the only vendor who submitted a Proposal in response to RFP 2016-033 to provide system support assistance for the Department of Safety's Motor Vehicle Registration and Title System, MAAP. The original RFP 2009-033 was issued on September 5, 2008, and the contract was approved by G&C on December 18, 2008, Item #3 and subsequently amended on December 14, 2011, Item #13, October 17, 2012 Item 12, January 29, 2014, Item #5, and February 11, 2015 Item #28.

NIIT has provided excellent and cost effective resource, offering low cost and high quality software development services over 8 years. This support includes system maintenance as well as current product enhancements and mandated changes.

NIIT will assist the current team in supporting MAAP, freeing current MAAP resources to help Division of Motor Vehicle (DMV) to define the requirements for integrating further DMV applications into the MAAP Java Unix Environment. These technical consulting resources work closely with DMV 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. Examples are EZ-Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations. This core registration and titling system supports approximately 870 state users at 14 State locations as well as 227 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level.

Due to the shortage of Department of Information Technology personnel with the required technical skills necessary to support this critical application and extend other applications requiring similar technologies (VISION), it is imperative that these experienced consultant resources be provided. Recent retirements from Department of Information Technology has further decreased its resources with the requisite skills and experience to properly staff this project.

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,

Denis Goulet
Commissioner

2016-033
A&E RID # 18888

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

Denis Goulet
Commissioner

June 15, 2016

John J. Barthelmes
Commissioner
NH 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 agency's request to enter into a contract with NIIT Technologies Inc. of Atlanta, GA, as described below and referenced as DoIT No. 2016-033.

> The purpose of this contract is to provide technical support services for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP) Support in the amount not to exceed $1,185,000.00 effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019.

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

Sincerely,

Denis Goulet

DG/mh
DOIT 2016-033

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord NH 03301	
1.3 Contractor Name NIIT Technologies, Inc. Contract: 2016-033 MAAP Support		1.4 Contractor Address 1050 Crowne Point Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 770-290-6038	1.6 Account Number 010-003-7623-0300-046-0465	1.7 Completion Date June 30, 2019	1.8 Price Limitation $1,185,000
1.9 Contracting Officer for State Agency Michael W. O'Neil, Acting IT Lead		1.10 State Agency Telephone Number 603-230-3456	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	

1.13 Acknowledgement: State of Georgia, County of Gwinnett

On May 23, 2016, 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

(Seal)

1.13.2 Name and Title of Notary or Justice of the Peace

Laura Hua, Executive Admin

1.14 State Agency Signature Date: 6/2/2016	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO

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) *(if applicable)*

By: Jeanine M. Quigley On: 6/9/2016

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials
Date 5/2X/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials
Date 5/23/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials _____
Date 5/24/16

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TERMS AND DEFINITIONS

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

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Agency of the State.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions.
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the Work Plan
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the Contract.
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorizations 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 for the State, acting as the State representative in all Contract administration activities.

DAS	Department of Administrative Services
Data	State records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of the System document: • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect – Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
Deliverable	A Deliverable is any Written, Software, or Non-Software Document (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a contract requirement
Department	Agency of the State
DOIT	Department of Information Technology is a centralized information technology agency in the State that supports many agencies established under RSA 4-D under the governor.
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user, and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
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 Contractor'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.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles

HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for 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.
MAAP	Municipal Agent Automation Project – Department of Motor Vehicle project to handle registration and title processes.
Non-Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service
Normal Business Hours	8:00 AM to 4:30 PM 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.
Notice to Proceed	The State Contract Manager's direction to the Contractor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and Contractor'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).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or 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.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.

State	The State of New Hampshire, acting through the Department of Information Technology for the Department of Safety.
State Confidential Information	State 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.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, that is performing Services under the Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
UAT	User Acceptance Tests
Vendor	A Contractor submitting a proposal to provide IT Consulting services in response to the RFP
Work for Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLGY
DEPARTMENT OF SAFETY
RFP 2016-033
MAAP SUPPORT CONTRACT
CONTRACT AGREEMENT- Part 2

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

RECITALS

The State issued a Request for Proposal 2016-033 to procure staff resources for technical application development services in support of maintenance and current product enhancement requirements for the Department of Information Technology.

NIIT submitted a Proposal in response to RFP 2016-033 to provide system support assistance for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).

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 2016-033. Dated, 03-01-2016, with Addendums 1, 2 and 3 incorporated by reference
   - Exhibit E Contractor Proposal to RFP 2016-033. Dated 04-08-2016, incorporated by reference
   - Exhibit F Certificates and Attachments
     - Attachment 1 The Contractor Certificate of Vote
     - Attachment 2 The Contractor Certificate of Authority
     - Attachment 3 The Contractor Certificate of Insurance

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, and the *State of New Hampshire Terms and Conditions*, as stated in RFP section G-4.
c. State of New Hampshire, Department of Information Technology, Contract 2016-003;
d. RFP 2016-033 MAAP Support, dated March 1, 2016, with Addendums 1, 2 and 3 incorporated; then
e. NIIT's Proposal to RFP 2016-033, dated April 8, 2016.

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 June 30, 2019. The Term may be extended up to two additional 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 June 30, 2021.

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

Time is of the essence in the performance of NIIT's 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 $1,185,000.

The State may, at its discretion, retain other contractors to provide Services procured under this Contract. NIIT will not be responsible for any delay, act, or omission of such other contractors, except that NIIT 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.

4. CONTRACT MANAGEMENT

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

4.1 NIIT Contract Manager

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

Ritesh Agrawal
Secretary and Controller
1050 Crown Pointe Parkway, #500, Atlanta, GA 30338
TEL: 770 290 6038
FAX: 770 234 6275
EMAIL:Ritesh.Agrawal@niit-tech.com

4.2 NIIT Key Project Staff

4.2.1 NIIT 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 Key Project Staff. The State reserves the right to require removal or reassignment of NIIT 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 shall not change any NIIT Key Project Staff commitments without providing the State written justification and obtaining prior written approval of the State. State approvals for replacement of NIIT Key Project Staff will not be unreasonably withheld. The replacement NIIT Key Project Staff shall have comparable or greater skills than the NIIT 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 shall assign to the Contract replacement NIIT 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 Key Project Staff replacement is assigned, NIIT shall continue providing NIIT Key Project Staff services with an interim suitable NIIT 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 in default if NIIT fails to assign NIIT Key Project Staff meeting the requirements and terms of the Contract.

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

Key Members of NIIT's Team are:

NIIT's Team -Key Member(s)	Title
Deepak Pant	Senior Developer
Arun Kumar	Junior Developer
Sundeep Maheshwari	Junior Developer
Nagaraj Bhat	Junior Developer
Manoj Kumar	Junior Developer

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:

Michael W. O'Neil, Acting IT Lead
Department of Information Technology
64 South Street
Concord, NH 03301
TEL: (603) 230-3456
FAX: (603) 271-5534
EMAIL: michael.oneil@doit.nh.gov

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:

Michael W. O'Neil, Acting IT Lead
Department of Information Technology
64 South Street
Concord, NH 03301
TEL: (603) 230-3456
FAX: (603) 271-5534
EMAIL: michael.oneil@doit.nh.gov

4.5 Work Hours

NIIT 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 Contract Manager or NIIT Key Project Staff shall submit weekly time sheets reflecting all hours worked for the week. NIIT Key Project Staff shall participate in meetings and produce reports as requested by the State. 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 shall assist the State in preparing reports and presentations at no additional cost to the State.

4.7 State-Owned Documents and Data

NIIT 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 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 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 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 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 six (6) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. NIIT 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's 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 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 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 shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the NIIT Proposal Response, Section V: *Qualifications of IT Consultant Staff* to State of NH Request for Proposal (RFP) 2016-003 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 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 Standurds and Requirement.*

6.2 Personnel

NIIT 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 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 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 agree that any work created or prepared by NIIT's 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 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 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's performance under the Contract, unless otherwise permitted under the Contract.

9.2 State Confidential Information

NIIT 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 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 shall immediately notify the State if any request, subpoena or other legal process is served upon NIIT regarding the State Confidential Information, and NIIT 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 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 Confidential Information

Insofar as NIIT seeks to maintain the confidentiality of its confidential or proprietary information, NIIT must clearly identify in writing the information it claims to be confidential or proprietary. NIIT 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 as confidential, the State shall notify NIIT and specify the date the State will be releasing the requested information. At the request of the State, NIIT shall cooperate and assist the State with collection and review of NIIT's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be NIIT's sole responsibility and at NIIT's sole expense. If NIIT 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 without any State liability to NIIT.

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 notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

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

10.2.1 In connection with the performance of the Contract, NIIT shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon NIIT, including, but not limited to, civil rights and equal opportunity laws. NIIT 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 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 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 further agrees to permit the State or United States, access to any of NIIT's 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 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 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 to perform its obligations under the Contract.

10.5 Personnel

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

10.5.2 NIIT 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 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, 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	NIIT	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Delivery Manager	Michael O'Neil,, Project Manager	5 Business Days
First	Ritesh Agrawal, Controller and Secretary	Michael O'Neil, Director, ASD	10 Business Days
Second	Lalit Dhingra, President	Denis Goulet, State CIO	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 written notice of default, and NIIT must cure the default within thirty (30) days ("Cure Period"). If NIIT fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare NIIT in default, and pursue its remedies at law or in equity or both.

10.7.2 In the event the State declares NIIT 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, under this Contract;

10.7.2.2 Procure Services that are the subject of the Contract from another source and NIIT 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 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.

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. In the event of such termination for convenience, the State shall pay NIIT 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 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 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 knew or should have known of such a conflict, the State shall be entitled to declare NIIT 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 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 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 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 has surrendered to the State all said property.

10.11 Force Majeure

Neither NIIT 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's inability to hire or provide personnel needed for NIIT's performance under the Contract.

10.12 Assignment, Delegation and Subcontracts

NIIT 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.

10.12.1 NIIT 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 of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT that may arise from any event of default; and the State will consider NIIT 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.

10.12.2 Notwithstanding the foregoing, nothing herein shall prohibit NIIT from assigning the Contract to the successor of all or substantially all of the assets of the business of NIIT provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that NIIT 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, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with NIIT, 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, its successors or assigns.

10.13 Indemnification

10.13.1 General

NIIT 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, its personnel or agents in connection with NIIT's 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 shall not exceed the total Contract price set forth in SOW General Provisions Section 1.8.

10.14.2 NIIT

Subject to applicable laws and regulations, in no event shall NIIT be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and NIIT's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW General Provisions Section 1.8.

Notwithstanding the foregoing, the limitation of liability in this Contract Section 10.14.2 shall not apply NIIT's 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 Insurance Requirement

NIIT 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 $1,000,000 per occurrence and $2,000,000 in aggregate, 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.

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 NIIT:

Lalit Dhingra
1050 Crowne Prince Parkway, #500
Atlanta, GA 30338
Tel: (770) 551-9494

TO STATE:

Michael W. O'Neil
State of New Hampshire
Department of Information Technology
64 South Street, Concord, NH 03301
Tel: (603) 230-3456

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.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit A – Contract Deliverables

1. INTRODUCTION

NIIT shall provide the State with selected IT Consultant personnel to assist the State's Department Staff for technical consulting services for system maintenance as well as current product enhancements for the Department of Motor Vehicles Municipal Agent Automation Project (MAAP) as well as other Department of Motor Vehicle Unix based JAVA applications as needed.

The Deliverables are fully qualified IT Consultant personnel with knowledge and experience as declared in NIIT's Proposal response to RFP 2016-033 Section III 3.3 C-3: *Vendor Requirements Response Template Requirements and Deliverables*, and RFP 2016-033 Appendix E Section E-2: *Candidates for Vendor IT Consultant Staff Roles*, dated October 14, 2008. NIIT verifies that the IT Consultant personnel are capable of fulfilling the Requirements stated in RFP 2016-033 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:

Requirement		
Requirements for Senior Developer	**Met**	**Not Met**
System Specific Consultant Requirements	X	
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	
Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA 1.6 – 1.8	X	
JAVA EE 6	X	
Enterprise JavaBeans 2.1 and 3.0	X	
Servlets	X	
STRUTS 1.3	X	

JSP Components	X	
WebLogic 11g/12c	X	
Oracle DBMS 11g/12c	X	
HTML	X	
XML, JIBX, XSD	X	
Javascript, AngularJS/Responsive UI frameworks	X	
Oracle Stored Procedures, triggers, functions	X	
UML	X	
HP-UX UNIX	X	
Eclipse, NetBeans, Microsoft TFS, VSS	X	
Jasper/ Business Objects –Crystal Reports	X	
SOAP/REST Web Services	X	
ESB/SOA/Apache Service Mix	X	
General System Development Abilities		
Requirements development	X	
Logical design development	X	
Physical design and unit testing	X	
System Testing	X	
User Acceptance Testing	X	
Documentation	X	
System implementation	X	
Performance Testing and Tuning	X	
Business process analysis and improvement	X	
Data conversion and migration	X	
Development of in and out-bound interfaces	X	
Integration Services	X	

Requirements for Junior Developer	**Met**	**Not Met**
System Specific Consultant Requirements		
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	
Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA 1.6 – 1.8	X	
JAVA EE 6	X	
Enterprise JavaBeans 2.1 and 3.0	X	

Servlets	X	
STRUTS 1.3	X	
JSP Components	X	
WebLogic 11g/12c	X	
Oracle DBMS 11g/12c	X	
HTML	X	
XML,JIBX,XSD	X	
Javascript, AngularJS/Responsive UI Frameworks	X	
Oracle Stored Procedures, triggers, functions	X	
UML	X	
HP-UX UNIX	X	
Eclipse, NetBeans, Microsoft TFS, VSS	X	
Jasper/ Business Objects –Crystal Reports	X	
SOAP/REST	X	
ESB/SOA/Apache Service Mix	X	
General System Development Abilities		
Requirements development	X	
Logical design development	X	
Physical design and unit testing	X	
System Testing	X	
User Acceptance Testing	X	
Documentation	X	
System implementation	X	
Business process analysis and improvement	X	
Data conversion and migration	X	
Development of in and out-bound interfaces	X	
Integration Services	X	

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support
Exhibit B – Price and Payment Schedule

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) $1,185,000 for the period from the Effective Date through June 30, 2019. 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:

IT Consultant Services Hourly Rates Table

Position Title	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021
Senior Developer	$95	$99	$103	$107	$111
Junior Developer	$85	$89	$93	$97	$101

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 $1,185,000 ("Total Contract Price") as defined in the Contract Agreement, General Provisions Section 1.8: *Price Limitations*. 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, Suite 500
Atlanta, GA 30338

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 notice from the State.

6. CREDITS

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

7. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to NIIT under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit C - Special Provisions

There are no Special Provisions.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit D - RFP

The Request for Proposal (RFP) 2016-033, dated March 1, 2016, with Addendums 1, 2 and 3 included, is hereby incorporated by reference.

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2016-033
Exhibit E - NIIT Proposal

The NIIT Proposal response to RFP 2016-033, dated April 8, 2016, is hereby included by reference.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit F – Certificates and Attachments

Attached are:

Attachment 1 – The Contractor Certificate of Vote/Authority
Attachment 2 – The Contractor Certificate of Good Standing
Attachment 3 – The Contractor Certificate of Insurance

CERTIFICATE OF AUTHORITY/VOTE

I, Dheeraj Bhardwaj, do hereby certify that:

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

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

   RESOLVED: That the Controller and Secretary,

   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. Ritesh Agrawal is the duly elected Controller and Secretary, of the Corporation. He took this position on April 1st, 2005.

4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Controller and Secretary as of 5/27/16.

NIIT Technologies Inc. Vice President – Human Resources

STATE OF Georgia

County of Gwinnett

The foregoing instrument was acknowledged before me this 27th day of May, 2016, by Dheeraj Bhardwaj.

LAURA HUA
MY COMMISSION EXPIRES
NOTARY PUBLIC
03-03-2020
GWINNETT COUNTY, GEORGIA

(NOTARY SEAL)

Notary Public / Justice of the Peace

Commission Expires: 03/03/2020

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 1st day of June, A.D. 2016

William M. Gardner
Secretary of State

170318

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2016

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 (AC, No, Ext): 404-923-3700 FAX (AC, No): 877-362-0069
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 TECHNOLOGIES, INC.
1050 Crown Pointe Parkway
Suite 500
Atlanta GA 30338

COVERAGES CERTIFICATE NUMBER: 9996352 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT [X] LOC OTHER			35862638	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			73547354 $100,000 Limit Hired Phys Damage Comp-$500 Ded Coll-$500 Ded	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							$	$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			79839147	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71725711	01/01/2016	01/01/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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
Dept. of Information Technology
Chief Information Officer
27 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

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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

Denis Goulet
Commissioner

May 24, 2016

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Safety, Division of Motor Vehicles, to enter into a contract with NIIT Technologies (Vendor # 165248) of Atlanta, GA, in the amount of $1,185,000.00 for technical support services for the Municipal Agent Automation Project (MAAP) effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2019. This contract may be extended up to two additional years, 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 June 30, 2021.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Cost of Collections. Funds to support this request is available in the following accounts in State Fiscal Year (SFY) 2017 and anticipated to be available in SFY 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2017	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$380,000	
		2017 Subtotal		$380,000.00
2018	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$395,000	
		2018 Subtotal		$395,000.00
2019	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230147	$410,000	
		2019 Subtotal		$410,000.00
	GRAND TOTAL			$1,185,000.00

EXPLANATION

This contract is the result of a competitive solicitation under RFP DOS 2016-033 MAAP Support to procure staff resources for technical application development in support of maintenance and current product enhancement requirement for Department of Information Technology. NIIT was the only vendor who submitted a Proposal in response to RFP 2016-033 to provide system support assistance for the Department of Safety's Motor Vehicle Registration and Title System, MAAP. The original RFP 2009-033 was issued on September 5, 2008, and the contract was approved by G&C on December 18, 2008, Item #3 and subsequently amended on December 14, 2011, Item #13, October 17, 2012 Item 12, January 29, 2014, Item #5, and February 11, 2015 Item #28.

NIIT has provided excellent and cost effective resource, offering low cost and high quality software development services over 8 years. This support includes system maintenance as well as current product enhancements and mandated changes.

NIIT will assist the current team in supporting MAAP, freeing current MAAP resources to help Division of Motor Vehicle (DMV) to define the requirements for integrating further DMV applications into the MAAP Java Unix Environment. These technical consulting resources work closely with DMV 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. Examples are EZ-Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations. This core registration and titling system supports approximately 870 state users at 14 State locations as well as 227 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level.

Due to the shortage of Department of Information Technology personnel with the required technical skills necessary to support this critical application and extend other applications requiring similar technologies (VISION), it is imperative that these experienced consultant resources be provided. Recent retirements from Department of Information Technology has further decreased its resources with the requisite skills and experience to properly staff this project.

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,

Denis Goulet
Commissioner

2016-033
A&E RID # 18888

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

Denis Goulet
Commissioner

June 15, 2016

John J. Barthelmes
Commissioner
NH 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 agency's request to enter into a contract with NIIT Technologies Inc. of Atlanta, GA, as described below and referenced as DoIT No. 2016-033.

> The purpose of this contract is to provide technical support services for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP) Support in the amount not to exceed $1,185,000.00 effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019.

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

Sincerely,

Denis Goulet

DG/mh
DOIT 2016-033

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord NH 03301	
1.3 Contractor Name NIIT Technologies, Inc. Contract: 2016-033 MAAP Support		1.4 Contractor Address 1050 Crowne Point Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 770-290-6038	1.6 Account Number 010-003-7623-0300-046-0465	1.7 Completion Date June 30, 2019	1.8 Price Limitation $1,185,000
1.9 Contracting Officer for State Agency Michael W. O'Neil, Acting IT Lead		1.10 State Agency Telephone Number 603-230-3456	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	

1.13 Acknowledgement: State of Georgia, County of Gwinnett

On May 27, 2016, 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

(Seal)

1.13.2 Name and Title of Notary or Justice of the Peace

Laura Hu, Executive Admin

1.14 State Agency Signature Date: 6/2/2016	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO

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) *(if applicable)*

By: Jeanine M. Quigley On: 6/9/2016

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

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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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

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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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials _____
Date 5/27/16

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TERMS AND DEFINITIONS

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

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Agency of the State.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions.
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the Work Plan
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the Contract.
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorizations 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 for the State, acting as the State representative in all Contract administration activities.

DAS	Department of Administrative Services
Data	State records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of the System document: • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect – Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
Deliverable	A Deliverable is any Written, Software, or Non-Software Document (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a contract requirement
Department	Agency of the State
DOIT	Department of Information Technology is a centralized information technology agency in the State that supports many agencies established under RSA 4-D under the governor.
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user, and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
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 Contractor'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.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles

HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for 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.
MAAP	Municipal Agent Automation Project – Department of Motor Vehicle project to handle registration and title processes.
Non-Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service
Normal Business Hours	8:00 AM to 4:30 PM 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.
Notice to Proceed	The State Contract Manager's direction to the Contractor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and Contractor'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).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or 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.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.

State	The State of New Hampshire, acting through the Department of Information Technology for the Department of Safety.
State Confidential Information	State 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.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, that is performing Services under the Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
UAT	User Acceptance Tests
Vendor	A Contractor submitting a proposal to provide IT Consulting services in response to the RFP
Work for Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLGY
DEPARTMENT OF SAFETY
RFP 2016-033
MAAP SUPPORT CONTRACT
CONTRACT AGREEMENT- Part 2

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

RECITALS

The State issued a Request for Proposal 2016-033 to procure staff resources for technical application development services in support of maintenance and current product enhancement requirements for the Department of Information Technology.

NIIT submitted a Proposal in response to RFP 2016-033 to provide system support assistance for the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP).

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 2016-033. Dated, 03-01-2016, with Addendums 1, 2 and 3 incorporated by reference
   - Exhibit E Contractor Proposal to RFP 2016-033. Dated 04-08-2016, incorporated by reference
   - Exhibit F Certificates and Attachments
     - Attachment 1 The Contractor Certificate of Vote
     - Attachment 2 The Contractor Certificate of Authority
     - Attachment 3 The Contractor Certificate of Insurance

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, and the *State of New Hampshire Terms and Conditions*, as stated in RFP section G-4.
c. State of New Hampshire, Department of Information Technology, Contract 2016-003;
d. RFP 2016-033 MAAP Support, dated March 1, 2016, with Addendums 1, 2 and 3 incorporated; then
e. NIIT's Proposal to RFP 2016-033, dated April 8, 2016.

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 June 30, 2019. The Term may be extended up to two additional 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 June 30, 2021.

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

Time is of the essence in the performance of NIIT's 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 $1,185,000.

The State may, at its discretion, retain other contractors to provide Services procured under this Contract. NIIT will not be responsible for any delay, act, or omission of such other contractors, except that NIIT 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.

4. CONTRACT MANAGEMENT

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

4.1 NIIT Contract Manager

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

Ritesh Agrawal
Secretary and Controller
1050 Crown Pointe Parkway, #500, Atlanta, GA 30338
TEL: 770 290 6038
FAX: 770 234 6275
EMAIL:Ritesh.Agrawal@niit-tech.com

4.2 NIIT Key Project Staff

4.2.1 NIIT 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 Key Project Staff. The State reserves the right to require removal or reassignment of NIIT 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 shall not change any NIIT Key Project Staff commitments without providing the State written justification and obtaining prior written approval of the State. State approvals for replacement of NIIT Key Project Staff will not be unreasonably withheld. The replacement NIIT Key Project Staff shall have comparable or greater skills than the NIIT 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 shall assign to the Contract replacement NIIT 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 Key Project Staff replacement is assigned, NIIT shall continue providing NIIT Key Project Staff services with an interim suitable NIIT 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 in default if NIIT fails to assign NIIT Key Project Staff meeting the requirements and terms of the Contract.

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

Key Members of NIIT's Team are:

NIIT's Team -Key Member(s)	Title
Deepak Pant	Senior Developer
Arun Kumar	Junior Developer
Sundeep Maheshwari	Junior Developer
Nagaraj Bhat	Junior Developer
Manoj Kumar	Junior Developer

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:

Michael W. O'Neil, Acting IT Lead
Department of Information Technology
64 South Street
Concord, NH 03301
TEL: (603) 230-3456
FAX: (603) 271-5534
EMAIL: michael.oneil@doit.nh.gov

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:

Michael W. O'Neil, Acting IT Lead
Department of Information Technology
64 South Street
Concord, NH 03301
TEL: (603) 230-3456
FAX: (603) 271-5534
EMAIL: michael.oneil@doit.nh.gov

4.5 Work Hours

NIIT 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 Contract Manager or NIIT Key Project Staff shall submit weekly time sheets reflecting all hours worked for the week. NIIT Key Project Staff shall participate in meetings and produce reports as requested by the State. 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 shall assist the State in preparing reports and presentations at no additional cost to the State.

4.7 State-Owned Documents and Data

NIIT 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 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 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 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 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 six (6) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. NIIT 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's 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 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 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 shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the NIIT Proposal Response, Section V: *Qualifications of IT Consultant Staff* to State of NH Request for Proposal (RFP) 2016-003 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 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 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 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 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 agree that any work created or prepared by NIIT's 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 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 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's performance under the Contract, unless otherwise permitted under the Contract.

9.2 State Confidential Information

NIIT 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 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 shall immediately notify the State if any request, subpoena or other legal process is served upon NIIT regarding the State Confidential Information, and NIIT 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 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 Confidential Information

Insofar as NIIT seeks to maintain the confidentiality of its confidential or proprietary information, NIIT must clearly identify in writing the information it claims to be confidential or proprietary. NIIT 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 as confidential, the State shall notify NIIT and specify the date the State will be releasing the requested information. At the request of the State, NIIT shall cooperate and assist the State with collection and review of NIIT's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be NIIT's sole responsibility and at NIIT's sole expense. If NIIT 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 without any State liability to NIIT.

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 notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

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

10.2.1 In connection with the performance of the Contract, NIIT shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon NIIT, including, but not limited to, civil rights and equal opportunity laws. NIIT 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 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 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 further agrees to permit the State or United States, access to any of NIIT's 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 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 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 to perform its obligations under the Contract.

10.5 Personnel

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

10.5.2 NIIT 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 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, 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	NIIT	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Delivery Manager	Michael O'Neil,, Project Manager	5 Business Days
First	Ritesh Agrawal, Controller and Secretary	Michael O'Neil, Director, ASD	10 Business Days
Second	Lalit Dhingra, President	Denis Goulet, State CIO	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 written notice of default, and NIIT must cure the default within thirty (30) days ("Cure Period"). If NIIT fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare NIIT in default, and pursue its remedies at law or in equity or both.

10.7.2 In the event the State declares NIIT 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, under this Contract;

10.7.2.2 Procure Services that are the subject of the Contract from another source and NIIT 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 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.

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. In the event of such termination for convenience, the State shall pay NIIT 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 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 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 knew or should have known of such a conflict, the State shall be entitled to declare NIIT 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 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 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 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 has surrendered to the State all said property.

10.11 Force Majeure

Neither NIIT 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's inability to hire or provide personnel needed for NIIT's performance under the Contract.

10.12 Assignment, Delegation and Subcontracts

NIIT 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.

10.12.1 NIIT 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 of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT that may arise from any event of default; and the State will consider NIIT 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.

10.12.2 Notwithstanding the foregoing, nothing herein shall prohibit NIIT from assigning the Contract to the successor of all or substantially all of the assets of the business of NIIT provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that NIIT 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, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with NIIT, 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, its successors or assigns.

10.13 Indemnification

10.13.1 General

NIIT 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, its personnel or agents in connection with NIIT's 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 shall not exceed the total Contract price set forth in SOW General Provisions Section 1.8.

10.14.2 NIIT

Subject to applicable laws and regulations, in no event shall NIIT be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and NIIT's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW General Provisions Section 1.8.

Notwithstanding the foregoing, the limitation of liability in this Contract Section 10.14.2 shall not apply NIIT's 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 Insurance Requirement

NIIT 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 $1,000,000 per occurrence and $2,000,000 in aggregate, 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.

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 NIIT:

Lalit Dhingra
1050 Crowne Prince Parkway, #500
Atlanta, GA 30338
Tel: (770) 551-9494

TO STATE:

Michael W. O'Neil
State of New Hampshire
Department of Information Technology
64 South Street, Concord, NH 03301
Tel: (603) 230-3456

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.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit A – Contract Deliverables

1. INTRODUCTION

NIIT shall provide the State with selected IT Consultant personnel to assist the State's Department Staff for technical consulting services for system maintenance as well as current product enhancements for the Department of Motor Vehicles Municipal Agent Automation Project (MAAP) as well as other Department of Motor Vehicle Unix based JAVA applications as needed.

The Deliverables are fully qualified IT Consultant personnel with knowledge and experience as declared in NIIT's Proposal response to RFP 2016-033 Section III 3.3 C-3: *Vendor Requirements Response Template Requirements and Deliverables*, and RFP 2016-033 Appendix E Section E-2: *Candidates for Vendor IT Consultant Staff Roles*, dated October 14, 2008. NIIT verifies that the IT Consultant personnel are capable of fulfilling the Requirements stated in RFP 2016-033 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:

Requirement		
Requirements for Senior Developer	**Met**	**Not Met**
System Specific Consultant Requirements	X	
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	
Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA 1.6 – 1.8	X	
JAVA EE 6	X	
Enterprise JavaBeans 2.1 and 3.0	X	
Servlets	X	
STRUTS 1.3	X	

JSP Components	X	
WebLogic 11g/12c	X	
Oracle DBMS 11g/12c	X	
HTML	X	
XML, JIBX, XSD	X	
Javascript, AngularJS/Responsive UI frameworks	X	
Oracle Stored Procedures, triggers, functions	X	
UML	X	
HP-UX UNIX	X	
Eclipse, NetBeans, Microsoft TFS, VSS	X	
Jasper/ Business Objects –Crystal Reports	X	
SOAP/REST Web Services	X	
ESB/SOA/Apache Service Mix	X	
General System Development Abilities		
Requirements development	X	
Logical design development	X	
Physical design and unit testing	X	
System Testing	X	
User Acceptance Testing	X	
Documentation	X	
System implementation	X	
Performance Testing and Tuning	X	
Business process analysis and improvement	X	
Data conversion and migration	X	
Development of in and out-bound interfaces	X	
Integration Services	X	

Requirements for Junior Developer	**Met**	**Not Met**
System Specific Consultant Requirements		
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	
Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA 1.6 – 1.8	X	
JAVA EE 6	X	
Enterprise JavaBeans 2.1 and 3.0	X	

Servlets	X	
STRUTS 1.3	X	
JSP Components	X	
WebLogic 11g/12c	X	
Oracle DBMS 11g/12c	X	
HTML	X	
XML,JIBX,XSD	X	
Javascript, AngularJS/Responsive UI Frameworks	X	
Oracle Stored Procedures, triggers, functions	X	
UML	X	
HP-UX UNIX	X	
Eclipse, NetBeans, Microsoft TFS, VSS	X	
Jasper/ Business Objects –Crystal Reports	X	
SOAP/REST	X	
ESB/SOA/Apache Service Mix	X	
General System Development Abilities		
Requirements development	X	
Logical design development	X	
Physical design and unit testing	X	
System Testing	X	
User Acceptance Testing	X	
Documentation	X	
System implementation	X	
Business process analysis and improvement	X	
Data conversion and migration	X	
Development of in and out-bound interfaces	X	
Integration Services	X	

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support
Exhibit B – Price and Payment Schedule

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) $1,185,000 for the period from the Effective Date through June 30, 2019. 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:

IT Consultant Services Hourly Rates Table

Position Title	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021
Senior Developer	$95	$99	$103	$107	$111
Junior Developer	$85	$89	$93	$97	$101

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 $1,185,000 ("Total Contract Price") as defined in the Contract Agreement, General Provisions Section 1.8: *Price Limitations*. 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, Suite 500
Atlanta, GA 30338

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 notice from the State.

6. CREDITS

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

7. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to NIIT under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit C - Special Provisions

There are no Special Provisions.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit D - RFP

The Request for Proposal (RFP) 2016-033, dated March 1, 2016, with Addendums 1, 2 and 3 included, is hereby incorporated by reference.

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2016-033
Exhibit E - NIIT Proposal

The NIIT Proposal response to RFP 2016-033, dated April 8, 2016, is hereby included by reference.

State of New Hampshire
Department of Information Technology
Department of Safety
RFP 2016-033
MAAP Support Contract
Exhibit F – Certificates and Attachments

Attached are:

Attachment 1 – The Contractor Certificate of Vote/Authority
Attachment 2 – The Contractor Certificate of Good Standing
Attachment 3 – The Contractor Certificate of Insurance

CERTIFICATE OF AUTHORITY/VOTE

I, Dheeraj Bhardwaj, do hereby certify that:

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

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

   RESOLVED: That the Controller and Secretary,

   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. Ritesh Agrawal is the duly elected Controller and Secretary, of the Corporation. He took this position on April 1st, 2005.

4. The forgoing resolution hasnot been amended or revoked, and Ritesh Agrawal remains in his position as Controller and Secretary as of 5/27/16.

NIIT Technologies Inc. Vice President – Human Resources

STATE OF Georgia

County of Gwinnett

The foregoing instrument was acknowledged before me this 27th day of May, 2016, by Dheeraj Bhardwaj.

LAURA HUA
MY COMMISSION EXPIRES
03-03-2020
GWINNETT COUNTY, GEORGIA
NOTARY PUBLIC

(NOTARY SEAL)

Notary Public / Justice of the Peace

Commission Expires: 03/03/2020

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 NITT 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 1st day of June, A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2016

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 TECHNOLOGIES, INC.
1050 Crown Pointe Parkway
Suite 500
Atlanta GA 30338

COVERAGES CERTIFICATE NUMBER: 9996352 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35862638	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY			73547354	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			$100,000 Limit			BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / [ ] SCHEDULED AUTOS			Hired Phys Damage			BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS			Comp-$500 Ded			PROPERTY DAMAGE (Per accident)	$
				Coll-$500 Ded			$	$
B	X UMBRELLA LIAB / X OCCUR			79839147	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71725711	01/01/2016	01/01/2017	X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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
Dept. of Information Technology
Chief Information Officer
27 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

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