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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

Denis Goulet
Commissioner

March 7, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Information Technology, for the benefit of the Department of Safety (DOS), to enter into a sole source amendment to an existing contract with Tech Mahindra Americas Inc. (Vendor #255204-B001) Plano, TX 75024, by increasing the price limitation by \$644,855.00 from \$12,118,240.00 to \$12,763,095.00, with no change to the completion date to procure technical consulting services for the Division of Motor Vehicles Licensing System, VISION, to add three resources for a period of twelve months to implement a AAMVA State-to-State (S2S) Driver History Record (DHR) National Registry of Certified Medical Examiners (NR II) platform to meet Federal Motor Carrier Safety Administration (FMCSA) compliance requirements, effective upon Governor and Executive Council approval through June 30, 2027. The contract was originally approved by Governor and Council on June 15, 2022, Item #63 and Amendment A, Item #68 on December 20, 2023. Source of Funds: 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026 upon approval by Fiscal Committee and Governor and Council of the Department's request to extend federal funding, 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	SFY 2025	SFY 2026	TOTAL
02-23-23-233010-38140000 Department of Safety – Division of Motor Vehicles – S2S DHR-NR II Grant Program -072-509073-Grants Federal	\$322,175.00	\$322,680.00	\$644,855.00
Total			\$644,855.00

EXPLANATION

This amendment is listed as sole source because the total contract amount is increasing by more than 10% of the original contract amount.

The objective of this amendment is to add three supplementary development resources for 12 months with the intention of upgrading and implementing AAMVAs 6.4 platform from the current platform of 6.0 for S2S (State-to-State) DHR (Driver History Record) and NR II (National Registry of Certified Medical Examiners) to meet FMCSA (Federal Motor Carrier Safety Administration) compliance requirements. This enhancement will allow the State of New Hampshire, Department of Safety, Division of Motor Vehicles, Bureau of Financial Responsibility to transmit and receive electronic convictions and withdrawals for non-commercial drivers, removing the need for paper communication between jurisdictions, as required for S2S DHR 6.3. This implementation will create additional exception queues for the Bureau of Financial Responsibility to monitor and maintain.

Additionally, with the implementation of DHR/NR II, the NH DMV will only be receiving Medical Examiner Card's (MEC) for Commercial Drivers electronically, eliminating the need for manual entry of the information by DMV staff from paper submittal. Upon renewal of Commercial Drivers, the system will automatically indicate whether or not a valid MEC exists for the driver for completion of the transaction. The system will also automatically downgrade a Commercial Driver credential when the MEC information has not been received. This solution will enhance S2S, VISION and DMV platforms to meet this mandated need.

The Department of Information Technology requests approval of this project agreement with Tech Mahindra Inc.

Respectfully submitted,

 on behalf of

Denis Goulet
Commissioner of Information
Technology


Robert L. Quinn
Commissioner of Safety

DOIT #2022-037B
RID #69685



STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY/ DEPARTMENT OF SAFETY

NH,DMV VISION CONSULTING AND DEVELOPMENT SERVICES:

DoIT 2022-037/DOS 2022-037

CONTRACT AMENDMENT B

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DOS 2022-037, on June 15, 2022, Item #63, (herein after referred to as the "Agreement"), amended on December 20, 2023, Item #68, Tech Mahindra Americas Inc. (Vendor #255204-B001) 5850 Granite Parkway, Suite 1200, Plano, Texas 75024. TX 75024, (hereinafter referred to as "Contractor") 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 (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: 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 Department has agreed to amend the Agreement to upgrade and implement AAMVAs 6.4 platform for S2S (State-to-State) DHR (Driver History Record and NRII (National Registry of Certified Medical Examiners) to meet FMCSA (Federal Motor Carrier Safety Administration) compliance requirements;

WHEREAS, the Department has agreed to amend the Agreement for electronic submissions for Medical Examiner Card's (MEC) for Commercial Drivers;

WHEREAS, the Vendor has agreed to amend the Agreement to complete the upgrade and implement AAMVAs 6.4 platform for S2S (State-to-State) DHR (Driver History Record and NRII (National Registry of Certified Medical Examiners) to meet FMCSA (Federal Motor Carrier Safety Administration) compliance requirements within the VISION platform;

WHEREAS, the Vendor has agreed to amend the Agreement to receive and process electronic submissions for Medical Examiner Card's (MEC) for Commercial Drivers within the VISION platform;

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:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$644,855.00 from \$12,118,240.00 to \$12,763,095.00.
2. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
EXHIBIT B: STATEMENT OF WORK:	AMENDED TEXT
Section 1.2	Amend to include to add three resources for a period of twelve months to implement AAMVA State-to-State (S2S) Driver History Record (DHR) National

	Registry of Certified Medical Examiners (NRII) platform to meet Federal Motor Carrier Safety Administration (FMCSA) compliance requirements to include transmitting and receiving electronic convictions and withdrawals for non-commercial drivers as well as receiving all medical card information electronically for CDL drivers.																																																												
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Section 1.7 Amend to include the two new products.	<ul style="list-style-type: none"> AAMVA S2S (State-to-State) DHR (Driver History Record) NRII (National Registry of Certified Medical Examiners) platform. Electronically receive medical card information for CDL drivers.
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PAYMENT SCHEDULE:	AMENDED TEXT
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Section 9.2 Contractor Staff Rates Worksheet	<p>- The table below details total annual cost for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027</p> <p>- The table also details total annual cost for the two optional contract extensions for State Fiscal Years of 2028 and 2029</p> <table border="1"> <thead> <tr> <th>Position Title</th> <th>SFY2023</th> <th>SFY2024</th> <th>SFY2025</th> <th>SFY2026</th> <th>SFY2027</th> <th>Optional SFY2028</th> <th>Optional SFY2029</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Application Architect (Onsite)</td> <td>\$784,000.00</td> <td>\$784,000.00</td> <td>\$784,000.00</td> <td>\$784,000.00</td> <td>\$784,000.00</td> <td>\$784,000.00</td> <td>\$784,000.00</td> </tr> <tr> <td>Sr. Microsoft Dynamics and .NET Application Developer 1 (Onsite)</td> <td>\$264,000.00</td> <td>\$264,000.00</td> <td>\$264,000.00</td> <td>\$264,000.00</td> <td>\$264,000.00</td> <td>\$264,000.00</td> 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Azure DevOps Engineer (Offshore)		\$44,720.00	\$44,720.00																																																																																																																																																																																						
Azure DevOps Engineer 3 (Offshore)			\$45,000.00																																																																																																																																																																																						
Total Cost	\$2,377,000.00	\$2,604,240.00	\$2,796,175.00	\$2,506,280.00	\$2,234,000.00	\$7,300,000.00	\$7,368,000.00																																																																																																																																																																																		

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2022-037/DoIT 2022-037	Original Contract	June 15, 2022, Item #63	June 30, 2027	\$11,508,000.00
Amendment A	Increase Price Limitation	December 20, 2023, Item #68	June 30, 2027	\$610,240.00
Amendment B	Increase Price Limitation	TBD	June 30, 2027	\$644,855.00
CONTRACT TOTAL				\$ 12,763,095.00

CONTRACTOR

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.

Santosh kumar Nair
Santosh Kumar Nair (Mar 6, 2025 09:03 GMT+5:5)

Date: March 5, 2025

Santosh Kumar Nair, Assistant General Counsel,
Tech Mahindra Americas, Inc.

STATE OF NEW HAMPSHIRE

Kenneth P. Dunn

Date: March 10, 2025

Kenneth Dunn, Deputy Commissioner

State of New Hampshire

Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Jessica A King

Date: 3/17/25

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TECH MAHINDRA (AMERICAS) INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on October 23, 2013. 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: 699441

Certificate Number: 0007061039



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2024

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 Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 Attn: San.Jose.certrequest@marsh.com CN103181849--GAUWC-24-25 NOC	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Co.</td> <td>22306</td> </tr> <tr> <td>INSURER B : Hanover Insurance Co. The</td> <td>22292</td> </tr> <tr> <td>INSURER C : Allmerica Financial Benefit Ins.Co</td> <td>41840</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Co.	22306	INSURER B : Hanover Insurance Co. The	22292	INSURER C : Allmerica Financial Benefit Ins.Co	41840	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Massachusetts Bay Insurance Co.	22306															
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INSURER C : Allmerica Financial Benefit Ins.Co	41840															
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** SEA-003206998-29 **REVISION NUMBER:** 3

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDY A967214 08	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
						Deductible:	\$ 1,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		ZDY A967214 07	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UHY A96722108	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WMY-A967221-08	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime		ZDY-A967214-08	07/01/2024	07/01/2025	Employee Theft	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurance company will provide 30 days notice for any reason except 10 days notice for non-payment of premium. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER New Hampshire Dept. of Safety, Division of Motor Vehicles Attn: Stephen E. Merrill 23 Hazen Drive Concord, NH 03305	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 <i>Marsh Risk & Insurance Services</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION to designated ENTITY(S)
(Including Nonpayment of Premium)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
On file with the Company	On file with the Company	30 days and 10 days non-pay

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

TECH
mahindra

Tech Mahindra Limited

Sharda Centre, Off Karve Road,
Pune - 411004, Maharashtra, India

Tel. +91 20 6601 8100

techmahindra.com
connect@techmahindra.com

CIN L64200MH1986PLCO41370

To,
State of New Hampshire, Department of Information Technology /Department of Safety

Subject: Letter of Confirmation on the validity of Power of Attorney of Mr. Santosh Kumar Nair, Contract with State of New Hampshire for NHDMV VISION Consulting and Development Services

I Ruchie Khanna, Company Secretary of Tech Mahindra Limited having its Registered Office at Gateway Building, Apollo Bunder, Mumbai – 400 001, wish to inform you that the Board of Directors of the Company vide resolution dated 25 June 2013 has conferred Power of Attorney to Mr. Santosh Kumar Nair - Assistant General Counsel, to inter- alia sign all contracts on behalf of the Company and Subsidiaries of the Company. We hereby confirm that the Power of Attorney issued to Mr. Santosh Kumar Nair on 17 September 2013 has not been revoked till date and is valid and subsisting.

For Tech Mahindra Limited


Ruchie Khanna
Company Secretary

28th February 2025

68

48



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/doi

Denis Goulet
 Commissioner

December 6, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology, for the benefit of the Department of Safety (DOS), to amend an existing contract with Tech Mahindra Americas Inc. (VC #255204) Plano, TX, by increasing the price limitation by \$610,240.00 from \$11,508,000.00 to \$12,118,240.00 in support of supplementary development resources for enhancements within the DMV VISION platform with no change to the completion date of June 30, 2027, effective upon Governor and Council approval. The contract was originally approved by Governor and Council on June 15, 2022, Item #63. Source of Funds: 61% ARPA Grant, 39% FSMCA Grant.

Funding is available in account ARPA Vision Inventory Upgrade for State Fiscal Years 2024 and 2025 and funding in account CDLIS Data Improvement Grant is contingent upon Fiscal Committee and Governor and Executive Council approval for a transfer request for \$240,000 to be presented to Fiscal Committee at its December 15, 2023 meeting and to Governor and Council on this agenda, 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	SEY 2024	SEY 2025	TOTAL
02-23-23-233010-26880000 Department of Safety – Division of Motor Vehicles – ARPA Vision Inventory Upgrade 500465-046 IT Consult Non-Benefit	\$185,120.00	\$185,120.00	\$370,240.00
02-23-23-233010-74680000 – Safety Dept – Division of Motor Vehicles- CDLIS Data Improvement Grant 502664-103 Contracts for OP Services	\$185,120.00	\$54,880.00	\$240,000.00
Total			\$610,240.00

EXPLANATION

The objective of this amendment is to add two supplementary development resources for 12 months and two supplementary development resources for 8 months with the intention of initiating the implementation of the Plate Room Municipal Agent Inventory Solution and Drug and Alcohol Clearing House (DACH) / Exclusive Electronic Exchange (EEE) enhancements within the DMV VISION platform respectively. The Plate Room Municipal Agent Inventory Solution is anticipated to augment the existing ordering and inventory procedures on items currently managed by the NH DOS Plate Room which are provided to municipal agents throughout the State. This enhancement aims to enhance the Inventory capabilities of the VISION platform to improve the ordering process through the utilization of enhanced workflows and push strategy logistics driving process improvement for the DMV, Division of Administration, and municipal agents.

Resource need for Drug and Alcohol Clearing House (DACH) and the Exclusive Electronic Exchange (EEE) is the result of the Federal Motor Carrier Safety Administration published a final rule (Federal Register: 86 FR 55718) establishing requirements for the Drug and Alcohol Clearinghouse (DACH). DACH / EEE contains records of violations of drug and alcohol prohibitions including positive drug or alcohol test results and test refusals. When a Commercial Driver is considered "Prohibited" in DACH / EEE, State DMVs must not issue, renew, upgrade, or transfer a commercial driver's license (CDL), or commercial learner's permit (CLP). Additionally, the State DMV must notify the driver of such prohibitions from operating a CMV due to a drug and alcohol program violation and initiate the downgrade process to remove the CLP or CDL privilege from the driver's license within 60 days. This solution will enhance VISION and DMV platforms to meet this mandated need.

The Department of Information Technology requests approval of this project agreement with Tech Mahindra Inc.

Respectfully submitted,



Denis Goulet
Commissioner of Information
Technology



Robert L. Quinn
Commissioner of Safety

DG/jd
DOIT #2022-037A



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY

NH DMV VISION CONSULTING AND DEVELOPMENT SERVICES:

DOS 2022-037/DoIT 2022-037

CONTRACT AMENDMENT A

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DOS 2022-037, on June 15, 2022, Item #63, (herein after referred to as the "Agreement"), Tech Mahindra Americas Inc. (Vendor #255204-B001) 5700 Democracy Dr. Suite 2000, Plano, TX 75024, (hereinafter referred to as "Contractor") 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 (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: 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;

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:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$610,240.00 from \$11,508,000.00 to \$12,118,240.00.
2. The Agreement is further amended as described in Table 1:

TABLE 1 - AMENDMENT DETAILS																																																					
EXHIBIT B - STATEMENT OF WORK	AMENDED TEXT																																																				
Section 1.2	<p>Amend to include to add two resources for a period of twelve months to implement a Plate Room Inventory Solution and two resources for a period of eight months to implement a Drug and Alcohol Clearing House (DACH) and the Exclusive Electronic Exchange (EEE) Solution</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Position Title</th> <th style="text-align: center;"># Resources</th> <th style="text-align: center;">Location</th> <th style="text-align: center;">SFY</th> </tr> </thead> <tbody> <tr> <td>Project Manager / Application Architect</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Sr. Microsoft Dynamics and .NET Application Developer</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Microsoft Application Developer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Offshore</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Quality Assurance Engineer</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Offsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Infrastructure Admin</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Infrastructure Admin</td> <td style="text-align: center;">2</td> <td style="text-align: center;">Offsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Sr. Microsoft Dynamics and .NET Application Developer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Microsoft Application Developer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Offsite</td> <td style="text-align: center;">2023 thru 2027</td> </tr> <tr> <td>Azure DevOps Engineer (Onsite)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">January 2024 thru January 2025</td> </tr> <tr> <td>Azure DevOps Engineer (Onsite)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Onsite</td> <td style="text-align: center;">January 2024 thru September 2024</td> </tr> <tr> <td>Azure DevOps Engineer (Offshore)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Offshore</td> <td style="text-align: center;">January 2024 thru January 2025</td> </tr> <tr> <td>Azure DevOps Engineer (Offshore)</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Offshore</td> <td style="text-align: center;">January 2024 thru September 2024</td> </tr> </tbody> </table>	Position Title	# Resources	Location	SFY	Project Manager / Application Architect	1	Onsite	2023 thru 2027	Sr. Microsoft Dynamics and .NET Application Developer	3	Onsite	2023 thru 2027	Microsoft Application Developer	1	Offshore	2023 thru 2027	Quality Assurance Engineer	2	Offsite	2023 thru 2027	Infrastructure Admin	1	Onsite	2023 thru 2027	Infrastructure Admin	2	Offsite	2023 thru 2027	Sr. Microsoft Dynamics and .NET Application Developer	1	Onsite	2023 thru 2027	Microsoft Application Developer	1	Offsite	2023 thru 2027	Azure DevOps Engineer (Onsite)	1	Onsite	January 2024 thru January 2025	Azure DevOps Engineer (Onsite)	1	Onsite	January 2024 thru September 2024	Azure DevOps Engineer (Offshore)	1	Offshore	January 2024 thru January 2025	Azure DevOps Engineer (Offshore)	1	Offshore	January 2024 thru September 2024
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CONTRACTOR

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.

Sarang Bhanage
Sarang Bhanage (Dec 1, 2023 20:21 GMT-5.5)

Date: December 1, 2023

Sarang Bhanage, Assistant General Counsel,
Tech Mahindra Americas, Inc.

STATE OF NEW HAMPSHIRE

Denis Goulet

Date: November 15, 2023

Denis Goulet, Commissioner

State of New Hampshire

Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Duncan A. Edgar
Duncan A. Edgar, Attorney
State of New Hampshire, Department of Justice

Date: December 4, 2023

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TECH MAHINDRA (AMERICAS) INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on October 23, 2013. 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: 699441

Certificate Number: 0006346814



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

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 Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 Attn: SanJose.certrequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN103181849-GAUWC-23-24 NOC		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Tech Mahindra (Americas) Inc. 5700 Democracy Drive, Suite 2000 Plano, TX 75024		INSURER A: Massachusetts Bay Insurance Co. 22306	
		INSURER B: The Hanover Insurance Company	
		INSURER C: Allmerica Financial Benefit Ins Co 41840	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-003206996-25 **REVISION NUMBER:** 3

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDY-A967214-07	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible: \$ 1,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ZDY-A967214-07	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UHY A967213 08	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WMY-A967221-07	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime		ZDY-A967214-07	07/01/2023	07/01/2024	Employee Theft 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurance company will provide 30 days notice for any reason except 10 days notice for non-payment of premium. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER New Hampshire Dept. of Safety, Division of Motor Vehicles Attn: Stephen E. Merrill 23 Hazen Drive Concord, NH 03305	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 <i>Marsh Risk & Insurance Services</i>
--	--

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**TECH
mahindra**

Tech Mahindra (Americas) Inc.
#5700 Democracy Drive,
Suite # 2000, Plano,
TX 75024 USA
Tel: (972) 991-2900
Fax: (972) 991-3776
www.techmahindra.com

TO WHOM SO EVER IT MAY CONCERN

I Pritesh Lakhotiya, Treasurer & Secretary of Tech Mahindra (Americas), Inc., having its Business address 5700 Democracy Drive, Suite # 2000, Plano, TX 75024 USA, hereby confirm that the POA issued to Mr. Sarang Bhanage on 25th February 2020 has not been amended or revoked till date and is still valid and in effect.

For Tech Mahindra (Americas), Inc.



Pritesh Lakhotiya
Treasurer & Secretary

Date: December 1, 2023

General Power of Attorney

TO ALL TO WHOM these presents shall come, Tech Mahindra (Americas), Inc. a Corporation registered in the state of New Jersey, United States of America and having its Business Address at 4965, Preston Park Boulevard, Suite 500, Plano, TX 75093, United States of America (hereinafter referred to as "the Corporation") **SEND GREETINGS:**

WHEREAS, the Corporation is desirous of appointing

Mr. Vineet Vij, General Counsel, Employee ID No: 620796

Mr. Milind Pendse, Assistant General Counsel, Employee ID No: 79894

Mr. Sarang Bhanage, Assistant General Counsel, Employee ID No: 42271

Mr. Santoshkumar Nair, Assistant General Counsel, Employee ID No: 248504

Mr. Vikas Saxena, Assistant General Counsel, Employee ID No: 127389 and

Mr. Rahul Sharma, Assistant General Counsel, Employee ID No: 634260

all of whom are the employees of Tech Mahindra Limited, India as its Constituted Attorney, authorizing the attorneys severally to execute various documents for and on behalf of the Corporation.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT, the Corporation hereby nominate, constitute and appoint

Mr. Vineet Vij, General Counsel, Employee ID No: 620796

Mr. Milind Pendse, Assistant General Counsel, Employee ID No: 79894

Mr. Sarang Bhanage, Assistant General Counsel, Employee ID No: 42271

Mr. Santoshkumar Nair, Assistant General Counsel, Employee ID No: 248504

Mr. Vikas Saxena, Assistant General Counsel, Employee ID No: 127389 and

Mr. Rahul Sharma, Assistant General Counsel, Employee ID No: 634260

all of whom are the employees of Tech Mahindra Limited, India, to be our true and lawful attorney in fact and in law of the Corporation for and in the name and on behalf of the Corporation to execute and perform all and/or any of the following acts, deeds, matters, that is to say:

- i. To execute and sign all agreements and contracts, with customers, vendors, sub-contractors, alliance partners and other service providers for providing or receiving software development services, software consultancy services, master service agreements, alliance, teaming, partnership agreements or agreement for any other services/matters and agreements for license of software from any of its vendors, suppliers or anything in connection therewith.

- ii. To execute and sign all documents connected with or which may be required to be executed with Utilities/Services providers in connection with applications for and/or transfer of telephone lines, facsimile connections, electronic data links, leased lines, internet connections and/or other utilities/services including in particular but not limited to application forms, bonds, consent letters, guarantees and any other papers or writings which may be required.
- iii. To sign all necessary documents to secure any monies advances or loaned to any of its employees in accordance with any staff welfare schemes introduced, including but not limited to vehicle loan, housing loan or any other such loans, for the benefit of its employees, from time to time.
- iv. To execute and sign all contracts and agreements with contractors, suppliers of services such as security services, maintenance services, housekeeping services, car rental services, insurance, credit rating, underwriters, registrar & transfer agents of shares or stocks or such other securities and equipment hire services etc.
- v. To accept service of any writ or summons or other legal process and to appear and to represent the Corporation, or otherwise to commence, carry on or continue, action or other proceedings, for the Corporation and in the name of the Corporation, in any Court or Quasi-Judicial forum/Authorities, or any other judicial, quasi-judicial, semi-judicial, tribunals, government or semi-government or quasi-government authorities, tax or revenue authorities, property / real assets related authorities, whether civil or criminal or insolvency or Court hearing, Corporation matters or all types of tax matters and such other legal matters of whatsoever nature, having jurisdiction in any Sovereign Territories worldwide and also to file and defend, appeals, references, reviews, revision and other applications from the decisions in such actions or proceedings and to carry to final determination as the Attorney shall think fit and also to take such other lawful actions and means for recovering or getting in such sum of money, refund or other thing whatsoever and also to appoint any number of Solicitors, Pleaders, Advocates, Barrister or other Legal Advisers, and issue them necessary authorizations including Vakalatnama, power of attorneys, letter of authority or such other authorization document as may be required as per applicable local laws, to prosecute or defend in the premises aforesaid or any of them as occasion may require, either in the name of the Corporation or in the name of the Attorney and for the purposes aforesaid to sign, swear, declare and verify all complaints, petitions, applications, affidavits, declarations, written statements, memos of appeals, reviews, revision applications and all other documents as may be deemed necessary and advisable by the Attorney.
- vi. To represent the Corporation and appear, appeal in all matters relating to the clearance, import, export, warehousing, bonding, carriage and trans-shipment of goods, import and export, trade control and licenses for goods and to carry out all requirements of the Customs, Excise, Municipal, Railway, Port or other Authorities in relation thereto, whether in India or abroad.
- vii. To sign, execute and to perform all and/or any acts, deeds, undertakings, affidavits matters and things incidental or ancillary to the matters or authorities mentioned above, to fully effectuate the same.

And the Corporation, does hereby undertake to ratify and confirm whatever the Attorney may lawfully does or causes to be done by virtue of these presents.

The power delegated by virtue of this Power of Attorney to act on behalf of the Corporation in respect of the above matters will be held valid as long as the said Attorney is in employment of Tech Mahindra Limited, India or till the Corporation revokes the same at any time for any reason whatsoever.

IN WITNESS WHEREOF the Corporation has pursuant to the resolution dated February 24, 2020, the Board of Directors have executed the Power of Attorney.

For Tech Mahindra (Americas), Inc.



Manish M Vyas
Director & President

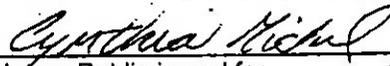
Date: February 25, 2020

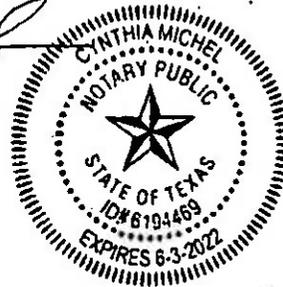
Acknowledgement

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared MANISH M. VYAS, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 25 day of FEBRUARY, 2020.


Notary Public in and for
The State of Texas



MLC

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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 31, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Safety (DOS), to enter into a contract Tech Mahindra Americas, Inc. (VC# 255204) in the amount of \$11,508,000.00 to procure technical consulting services for the Division of Motor Vehicles Licensing System, VISION, which supports both DMV counter operations as well as a number of online transactions relating to licensing and renewals. The contract is for a five year term Effective upon Governor and Executive Council approval through June 30, 2027 with an option to extend for two (2) additional years at the sole option of the State and with Governor and Council approval.

Funds are available in the following accounts for SFY 2023 and are anticipated to be available in SFY 2024 through SFY2027 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified, without approval from Governor and Executive Council. 97% Transfer from other Agency and 3% Capital Funds

CATE-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT# DEPT. NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-CLASS TITLE	Activity Code	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027
01-03-03-030010-76230000 Dept. of IT - DOIT-IT for DOS 046-500465 Consultants - IT Consul-Non-benefit	03230135	\$2,234,000	\$2,234,000	\$2,234,000	\$2,234,000	\$2,234,000
02-23-23-230030-13430000 Dept. of Safety - DMV-19- 14621B-DMV Online Portal 034-500099 Capital Projects - Major IT Systems		\$338,000				
SUBTOTAL		\$2,572,000	\$2,234,000	\$2,234,000	\$2,234,000	\$2,234,000
			GRAND TOTAL			\$11,508,000

EXPLANATION

This contract is the result of DOS - RFP 2022-037 – DMV VISION Consulting and Development Services that was issued on November 29, 2021 with a closing date of February 18, 2022. Tech Mahindra Americas Inc. was the only respondent to the RFP. The Contract is to procure twelve (12) contractor resources for State Fiscal Years 2023 through 2027 with two (2) additional resources for Fiscal Year 2023. The Contractor resources will be responsible for all system development, maintenance and application support for the VISION System as defined in DOS - RFP 2022-037 – DMV VISION Consulting and Development Services.

The Department of Information Technology requests approval of this project agreement with Tech Mahindra Americas Inc.

Respectfully submitted,



Denis Goulet
Commissioner DOIT



Robert L. Quinn
Commissioner of Safety

DG/RA
DoIT Project Number: 2022-037
RID: 69298



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 31, 2022

Robert L. Quinn, Commissioner
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 for the benefit of the Department of Safety with Tech Mahindra Americas Inc. of Plano, TX as described below and referenced as DoIT No. 2022-037.

The purpose of this contract request is to procure technical consulting services for the Division of Motor Vehicles Licensing System, VISION, that supports both DMV counter operations as well as a number of online transactions relating to licensing and renewals.

The funding for this contract is not to exceed \$11,508,000.00 and it shall become effective upon Governor and Council approval through June 30, 2027.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2022-037
RID# 69298

cc: Ronald Reed, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

**DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
DMV VISION CONSULTING AND DEVELOPMENT
SERVICES**

DOS 2022-037/DoIT 2022-037

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
DOS 2022-037/DoIT 2022-037 - DMV VISION CONSULTING AND DEVELOPMENT SERVICES
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

FORM NUMBER P-37 (version 12/11/2019)

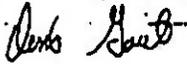
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Tech Mahindra Americas Inc.		1.4 Contractor Address 3700 Democracy Dr. Suite 2000, Plano, TX 75024	
1.5 Contractor Phone Number (224) 616-7440	1.6 Account Number	1.7 Completion Date 06/30/2027	1.8 Price Limitation \$11,508,000.00
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Santosh Kumar Nair (May 28, 2022 11:07 GMT+5.5)		1.12 Name and Title of Contractor Signatory Mr. Santosh Kumar Nair Assistant General Counsel	
1.13 State Agency Signature  Date: 5/26/2022		1.14 Name and Title of State Agency Signatory Denis Goulet, Chief Information Officer, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>1st State M. Manier</i> On: June 1, 2022			
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Page 4 of 66
 Contractor Initials: SN
 Date: 27th May 2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
DOS 2022-037/D&IT 2022-037 - DMV VISION CONSULTING AND DEVELOPMENT SERVICES
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2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B; in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
DOS 2022-037/DoIT 2022-037 - DMV VISION CONSULTING AND DEVELOPMENT SERVICES
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / INFORMATION TECHNOLOGY
DOS 2022-037/DoIT 2022-037 - DMV VISION CONSULTING AND DEVELOPMENT SERVICES
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12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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

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chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Contract Term is for Five (5) years with a Completion Date of June 30, 2027, with the option to be extended up to Two (2) years(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the 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. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and 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 limitations of liability set forth in the Contract.

8.4 8.4 Subject to all applicable laws and regulation, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Contractor's liability to the State shall not exceed one and half times (1.5x) of the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement—General Provisions*. Notwithstanding the foregoing, the limitation of liability in this section 8.4 shall not apply to the Contractor's indemnification obligations set forth in the *Contract Agreement—General Provisions* Section 13: *Indemnification* and confidentiality obligations in *Contract Agreement—*

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General Provisions Section 10: Data/Access/Confidentiality/Preservation, which shall be unlimited.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) 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, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title 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;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable,

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according to National Institute of Standards and Technology (NIST)-
Special Publication (SP) 800-88 approved methods. Certificates of
destruction shall be provided to the State; and

- h. Provide written Certification to the State that Contractor has
surrendered to the State all said property and after 180 days has erased
all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for
any reason, the Contractor shall provide, for a period up to ninety (90) days
after the expiration or termination, all transition services requested by the
State, at no additional cost, to allow for the expired or terminated portion of
the Services to continue without interruption or adverse effect, and to facilitate
the orderly transfer of such Services to the State or its designees ("Transition
Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following
addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to
Confidential Information of the State. Confidential Information includes any and all
information owned or managed by the State of NH - created, received from or on
behalf of any Agency of the State or accessed in the course of performing contracted
Services - of which collection, disclosure, protection, and disposition is governed by
state or federal law or regulation. This information includes, but is not limited to
Protected Health Information (PHI), Personally Identifiable Information (PII),
Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security
Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential
Information. The Contractor shall not use the Confidential Information developed or
obtained during the performance of, or acquired, or developed by reason of the
Agreement, except as directly connected to and necessary for the performance of the
Agreement. Contractor shall maintain the confidentiality of and protect from
unauthorized use, disclosure, publication, and reproduction (collectively "release"),
all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information,
Contractor shall immediately notify the State's Information Security Officer,
and the State may immediately be entitled to pursue any remedy at law and in
equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information
shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure
by the receiving Party in breach hereof;
- b. 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

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- prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. 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
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor 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 Contractor, without any liability to the State.
- 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.
- A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:
- 12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.7 Provision 14.1.1, Insurance, is deleted and replaced with the following:

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14.1.1. Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$ 2,000,000 per occurrence and \$4,000,000 aggregate; and Tech Errors & Omissions insurance, with limits not less than \$2,000,000 per or claim, \$4,000,000 aggregate; and

A.8 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

25.1 Neither Contractor 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.

25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

26.1 The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. NON-EXCLUSIVE CONTRACT

27.1 The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

28.1 Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

29.1 In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- a. State of New Hampshire, DEPARTMENT OF SAFETY Contract Agreement DOS 2022-037
- b. State of New Hampshire, DEPARTMENT OF SAFETY DOS - RFP 2022-037 - DMV VISION CONSULTING AND DEVELOPMENT SERVICES

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c. Contractor Proposal Response to DOS - RFP 2022-037 – DMV VISION
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30. WORK FOR HIRE

30.1 In performing its obligations under the Contract, the State and the Contractor shall agree that any work created or prepared by the Contractor'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.

31. WARRANTY

31.1 WARRANTY PERIOD

The warranty period for all services and personnel engaged under this Contract will be for the duration of the Contract period.

31.2 WARRANTIES

PROFESSIONAL SERVICES

The Contractor warrants that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

PERSONNEL

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.

32. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor 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 expiration or termination of the Contract with the State, Contractor shall turn over all State-owned Documents, State Data, 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.

33. INTELLECTUAL PROPERTY

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

The Contractor 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.

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34. IT REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

I. STATEMENT OF WORK

- 1.1 VISION is the primary business system used daily to perform most New Hampshire Division of Motor Vehicles (DMV) transactions. VISION has been developed specifically for the NH DMV with the Microsoft Dynamics CRM platform with a SQL Server database. The operating system is Microsoft Windows with VMware virtual machines.

Contractor resources will be responsible for full support of the VISION system environment. VISION is a state-of-the-art Motor Vehicle Licensing System that supports both DMV counter operations as well as a number of online transactions relating to licensing and renewals. The VISION environment includes Development (DEV), System Integration Testing (SIT), User Acceptance Testing (UAT), Certification (CRT), Production (PROD) and Training (TRN) environments. The NH DMV utilizes Microsoft Azure DevOps Server for version control, reporting, requirements management, project management, automated builds, testing and release management capabilities. The DevOps process helps the NH DMV shorten the system development life cycle and helps provide continuous delivery with high software quality.

- 1.2 The Contract is to procure twelve (12) contractor resources for State Fiscal Years 2023 through 2027 with two (2) additional resources for Fiscal Year 2023 per the below table:

Position Title	# Resources	Location	SFY
Project Manager /Application Architect	1	Onsite	2023 thru 2027
Sr. Microsoft Dynamics and .NET Application Developer	5	Onsite	2023 thru 2027
Microsoft Application Developer	1	Offsite	2023 thru 2027
Quality Assurance Engineer	2	Offsite	2023 thru 2027
Infrastructure Admin	1	Onsite	2023 thru 2027
Infrastructure Admin	2	Offsite	2023 thru 2027
Sr. Microsoft Dynamics and .NET Application Developer	1	Onsite	2023 Only
Microsoft Application Developer	1	Offsite	2023 Only

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- 1.3 Experience with the State's key systems will be critical to the successful employment of Contractor personnel, the Parties agree to minimal turnover of Contractor staff. Any changes to the Contractor's IT Consultant Staff shall require the prior written justification submitted by the Contractor, and prior written approval of the State. Contractor written justification will include replacement plans and estimated start date for replacement personnel. State approvals for changes in the Contractor's IT Consultant Staff will not be unreasonably withheld. Replacement IT Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and be subject to the provisions of this Contract.
- 1.4 Notwithstanding any provision in the Contract, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed IT consultants.
- 1.5 The State reserves the right to require removal or reassignment of the Contractor's IT Consultant Staff found unacceptable to the State.
- 1.6 The Contractor resources will be integrated into the Department of Safety Information Technology and Division of Motor Vehicles project teams and must adhere to all required project standards as well as the State-approved life cycle methodology. Contractor resources must accurately estimate the scope of their assigned work and provide that information to the Information Technology and DMV Project Leaders on an as-needed basis. These resources will be required to act as business professionals and communicate effectively with all levels of users, Department of Safety, Division of Motor Vehicles and Department of Information Technology personnel.
- 1.7 The Contractor will be responsible for all system development, maintenance and application support for the VISION System as defined in DOS - RFP 2022-037 – DMV VISION Consulting And Development Services: Appendix B - Business / Technical Requirements And Deliverables including but not limited to:
- Core Modules
 - Online Services
 - Data Security
 - Environment Management
 - Storage Monitoring /Planning
 - Release Coordination
 - Permissions Management
 - Batch Processing
 - System Interfaces
 - Reports
 - Maintain High Availability
 - Configuration Management of Hardware/Software
 - Performance Monitoring/Planning
 - Troubleshooting
 - Training Support
 - SharePoint
- 1.8 The Contractor will be responsible for development and support of future system enhancements, core modules and required development to support Federal or State regulatory or statutory changes as defined and prioritized by the Department of Safety utilizing the contractor resources per Exhibit B Section 1.2.

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2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

2.1 Compliance Requirements

2.1.1 New Hampshire Driver Privacy

All individuals assigned to the project must comply with New Hampshire Driver Privacy Laws in accordance with RSA 260:14.

2.1.2 Criminal Justice Information

- a. The Contractor and the System must comply with all of the security protocol, data security and other policies and procedures set forth in CJIS Security Policy V5.9 (June 1, 2020) and any future updates, revisions and/or replacements. The current CJIS Security Policy can be found at:
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.
- b. Per the In Force CSP Section 5.12.1 (Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI) the State shall conduct criminal background checks of the Contractor's employees who hold access to CJI data. The Contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have a record of any kind. If a record of any kind exists, access to CJI data shall not be granted until the State Chief Security Officer (CSO) or his/her designee reviews the matter to determine if access is appropriate.
- c. If the person already has access to CJI data and is subsequently arrested and or convicted, continued access to CJI data shall be determined by the CSO. This does not implicitly grant hiring/firing authority with the CSA, only the authority to grant access to CJI data. For offenses other than felonies, the CSO has the latitude to delegate continued access determinations to his or her designee.
- d. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees, agents, and subcontractors. The Contractor shall ensure that the Contractor's employees, agents, and subcontractors comply with CJIS Policy.

3. DELIVERABLE REVIEW AND ACCEPTANCE

3.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After

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receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

3.2 Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

3.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

3.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

4. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State will utilize the contractor resources per Exhibit B Section 1.2 and work with the contractor to set priorities. The State originated changes,

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revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

5. IMPLEMENTATION SERVICES

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

6. PROJECT MANAGEMENT

The Contractor shall continue to use the current DevOps tool provided by the State to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State may require the Contractor to leverage new tools offered by Microsoft in the future as part of a cloud migration. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

6.1 Project Management Meeting and Reports

The Contractor Key Project Staff shall participate in meetings and provide reports as requested by the State, in accordance with the requirements and terms of this Contract. The meetings shall be conducted onsite in person, unless mutually agreed otherwise. Unless otherwise agreed to by the State, the Contractor shall prepare agendas and background for and minutes of meetings. At minimum, background for each meeting shall include an updated Work Plan. Drafting of formal presentations, such as a presentation for project status meetings, shall also be the Contractor's responsibility. The Contractor shall also provide the State with information or reports regarding the Project as requested by the State. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as requested by the State, all at no additional cost to the State.

6.2 The Contractor Key Project Staff

6.2.1 The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Arpit Shastri
(244)-616-7440
arpit.shastri@techmahindra.com

6.2.2 The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

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Sumit Garg
(614)-623-8012
Sumit.Garg2@techmahindra.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

6.2.3 Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

6.2.4 The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Chaitanya Chunduri
Sr. Microsoft Dynamics and .NET Developer

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

6.2.5 Termination for Lack of Project Management and Key Project Staff

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Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

6.3 The State Key Project Staff

6.3.1 The State Contract Manager

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

Ronald Reed
(603) 230-3019
Ronald.W.Reed@doit.nh.gov

6.3.2 The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Mark Stewart
(603) 230-3075
Mark.W.Stewart@doit.nh.gov

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

7. ACCEPTANCE & TESTING SERVICES

7.1 Testing and Acceptance

The Contractor shall provide the testing services as set forth below:

- 7.1.1 The Contractor shall bear all responsibilities for test planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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- 7.1.2 The Test Plan shall reflect the needs of the Project. A separate Test Plan and set of test materials will be prepared for each software function or module.
 - 7.1.3 All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Solution as a whole, (e.g., hardware, software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, User Acceptance Test, Day in the Life Test, and support of the State during User Acceptance Test and Implementation.
 - 7.1.4 In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.
- 7.2 Test Planning and Preparation**
Acceptance and testing services requires the coordinated efforts of a Project Testing Team consisting of both Contractor and State personnel. The Contractor shall be responsible for the planning, documentation, coordination and management of all aspect of the testing services.
- 7.2.1 The Contractor shall provide oversight and management of all phases of the testing process, including user acceptance testing.
 - 7.2.3 The Contractor shall provide documentation and testing tracking tools to record and manage issues, risks, change orders, requirements, and other documents used in the management of testing process.
 - 7.2.4 The Contractor shall successfully perform functional testing and certify of all requirements prior to release to the State Project Team for user acceptance testing. This includes but not limited to:
 - a. Change orders
 - b. New functionality
 - c. System Integration, interfaces with required third party systems.
 - d. Reporting - Data Imports/Exports
 - e. Conversion
 - f. System upgrades
 - g. Security upgrades and patching
 - 7.2.5 The Contractor shall be responsible for the development comprehensive functional and user acceptance test plans and scripts that ensure the successful testing of system change orders and satisfies all conditions for the State's Project Team's testing, approval and acceptance.
- 7.3 State Project Team Testing and Acceptance**
- 7.3.1 The State's Project team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.

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- 7.3.2 The State Project Team's testing efforts shall validate and certify expected outcomes of the change request and/or business requirements in accordance with the Contract Team's approved test plan and scripts.
- 7.3.3 The Contractor shall provide technical assistance and oversight of the State Project Team's testing efforts.
- 7.3.4 The Contractor and State Project team shall accept and approve all conditions and verify the business requirements are satisfied before scheduling for production deployment.

8. MAINTENANCE, OPERATIONS AND SUPPORT

8.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

8.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within 15 minutes during the hours of 9:00 am to 5:00 pm Monday – Friday and on a best efforts basis the remainder of the hours.

- a. Severity Level 1 is defined as urgent situations, when any part, portion, or module of the system is down and New Hampshire users, business partners or customers are unable to use the system. Upon notification of a Severity Level 1 problem the Contractor will make every attempt to respond as soon as possible with the expectation that the response be:
 - During regular contracted hours (Monday through Friday, 9:00 am to 5:00 pm) within 15 minutes. The Contractor will every attempt to resolve Severity Level 1 problems within one (1) hour.
 - During after-hours Contractor response will be on a best efforts basis.
- b. Severity Level 2 is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. The system may be operational but is severely restricted (for example, credentials cannot be opened).

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Upon notification of a severity level 2 problem, the Contractor will make every attempt to respond as soon as possible with the expectation that the response be:

- During regular contracted hours (Monday through Friday, 9:00 am to 5:00 pm) within 30 minutes. The Contractor will every attempt to resolve Severity Level 2 problems within two (2) hours.
- During after-hours Contractor response will be on a best efforts basis.

c. Severity Level 3 is defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. Upon notification of a severity level 3 problem, the Contractor will make every attempt to respond as soon as possible with the expectation that the response be within 4 hours. The Contractor will resolve Severity Level 3 problems as quickly as possible or on a mutually agreed timeline.

d. Severity Level 4 is defined as a very minor problem or question that does not affect system function (for example, the text of a message is worded poorly or misspelled). The Contractor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems.

e. Unusual Circumstances: Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from the Contractor technical support staff with immediate notification to the New Hampshire IT staff.

8.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and

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- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

8.4 Contract Warranties and Representations

8.4.1 System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

8.4.2 Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

8.4.3 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components

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provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

9. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

9.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

9.2 Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

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- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

9.3 Breach Responsibilities

- 9.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 9.3.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 9.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 9.3.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most

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recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

10. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

11. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

12. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services:

PCI DSS Payment Application Data Security Standard (PA DSS)

Whereas the Contractor provides a Commercial Off the Shelf (COTS) product used by the Department of Safety which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements

Whereas the Contractor access to the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS Requirements and Security Assessment Procedures of the latest edition.

The Contractor agrees to the following provisions:

- a. Contractor shall comply with all credit card brand rules, as applicable, in regards to their environment. The Contractor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues.
- b. Payment Card Industry Security Standards Council (PCI SSC) – Payment Application Data Security Standard (PA DSS) - As the Contractor's product is part of the processing, transmitting or storing of Cardholder Data it is hereby agreed that:
 - i. Contractor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);
 - ii. Contractor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;
 - iii. Contractor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate Contractor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and

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- iv. Contractor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the DoIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Contractor's notification to the DoIT be later than seven (7) calendar days after Contractor learns it is no longer PA DSS compliant.
- c. PCI DSS Requirement 12.8 of the latest edition, Service Provider – If the Contractor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
 - i. Contractor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data;
 - ii. Contractor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS; and
 - iii. Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to the Department of Safety. Contractor must supply to the Department of Safety an Attestation of compliance at least annually and upon request.
 - iv. Contractor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide the Department of Safety the steps being taken to remediate the non-compliance status. In no event shall Contractor's notification to NH DoIT Chief Information Security Officer be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.
 - v. Contractor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Contractor to be and to remain PCI DSS compliant.
 - vi. Contractor shall agree to work with the Department of Safety in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a PCI DSS Responsibility Matrix.
- d. Contractor shall disclose any Nested Third Party Service Provider (TPSP) that is a part of the Cardholder Environment. Contractor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Contractor regarding incidents. The Department of

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Safety shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third Party Service Provider.

13. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

14. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C - PRICE AND PAYMENT SCHEDULE

EXHIBIT C - PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. 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 the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The Department of Safety intends to periodically return to the Executive Council as needed to amend this service contract for development of new application functionality and to execute optional features and services based on operational need and funding availability.

2. TRAVEL EXPENSES

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

The Contractor shall submit monthly invoices based upon the actual hours worked in a month by the IT Consultant personnel, as supplied by the Contractor and permitted by the Contract terms listed herein. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables 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 Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

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EXHIBIT C - PRICE AND PAYMENT SCHEDULE

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Information Technology
State of New Hampshire
33 Hazen Drive
Concord, New Hampshire 03305
Attn. Mark Stewart

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PAYMENT SCHEDULES

9.1 Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for services at the rates appearing in the price and payment tables below:

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9.2 Contractor Staff Rates Worksheet

The table below details the hour rates for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027 and the two optional contract extensions for State Fiscal Years of 2028 and 2029:

Position Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	(Optional) SFY 2028	(Optional) SFY 2029
Project Manager / Application Architect (Onsite)	\$142	\$142	\$142	\$142	\$142	\$145	\$145
Sr. Microsoft Dynamics and .NET Application Developer 1 (Onsite)	\$132	\$132	\$132	\$132	\$132	\$136	\$136
Sr. Microsoft Dynamics and .NET Application Developer 2 (Onsite)	\$124	\$124	\$124	\$124	\$124	\$128	\$128
Sr. Microsoft Dynamics and .NET Application Developer 3 (Onsite)	\$124	\$124	\$124	\$124	\$124	\$128	\$128
Sr. Microsoft Dynamics and .NET Application Developer 4 (Onsite)	\$124	\$124	\$124	\$124	\$124	\$128	\$128
Sr. Microsoft Dynamics and .NET Application Developer 5 (Onsite)	\$124	\$124	\$124	\$124	\$124	\$128	\$128
Microsoft Application Developer 1 (Offsite)	\$45	\$45	\$45	\$45	\$45	\$47	\$47
Quality Assurance Engineer 1 (Offsite)	\$45	\$45	\$45	\$45	\$45	\$47	\$47
Quality Assurance Engineer 2 (Offsite)	\$45	\$45	\$45	\$45	\$45	\$47	\$47
Infrastructure Admin 1 (Onsite)	\$122	\$122	\$122	\$122	\$122	\$125	\$125
Infrastructure Admin 2 (Offsite)	\$45	\$45	\$45	\$45	\$45	\$47	\$47
Infrastructure Admin 3 (Offsite)	\$45	\$45	\$45	\$45	\$45	\$47	\$47
Sr. Microsoft Dynamics and .NET Application Developer 5 (Onsite)	\$124						
Microsoft Application Developer 2 (Offsite)	\$45						

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9.3 Contractor Annual Total Cost Worksheet

The table below details total annual cost for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027 for a total initial contract term cost of \$11,508,000.00. The table also details total annual cost for the two optional contract extensions for State Fiscal Years of 2028 and 2029:

Position/Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	(Optional) SFY 2028	(Optional) SFY 2029
Project Manager / Application Architect (Onsite)	\$284,000	\$284,000	\$284,000	\$284,000	\$284,000	\$290,000	\$290,000
Sr. Microsoft Dynamics and .NET Application Developer 1 (Onsite)	\$264,000	\$264,000	\$264,000	\$264,000	\$264,000	\$272,000	\$272,000
Sr. Microsoft Dynamics and .NET Application Developer 2 (Onsite)	\$248,000	\$248,000	\$248,000	\$248,000	\$248,000	\$256,000	\$256,000
Sr. Microsoft Dynamics and .NET Application Developer 3 (Onsite)	\$248,000	\$248,000	\$248,000	\$248,000	\$248,000	\$256,000	\$256,000
Sr. Microsoft Dynamics and .NET Application Developer 4 (Onsite)	\$248,000	\$248,000	\$248,000	\$248,000	\$248,000	\$256,000	\$256,000
Sr. Microsoft Dynamics and .NET Application Developer 5 (Onsite)	\$248,000	\$248,000	\$248,000	\$248,000	\$248,000	\$256,000	\$256,000
Microsoft Application Developer 1 (Offsite)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$94,000	\$94,000
Quality Assurance Engineer 1 (Offsite)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$94,000	\$94,000
Quality Assurance Engineer 2 (Offsite)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$94,000	\$94,000
Infrastructure Admin 1 (Onsite)	\$244,000	\$244,000	\$244,000	\$244,000	\$244,000	\$250,000	\$250,000
Infrastructure Admin 2 (Offsite)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$94,000	\$94,000
Infrastructure Admin 3 (Offsite)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$94,000	\$94,000
Sr. Microsoft Dynamics and .NET Application Developer 6 (Offsite)	\$248,000						
Microsoft Application Developer 2 (Offsite)	\$90,000						
Total Cost	\$2,372,000	\$2,234,000	\$2,234,000	\$2,234,000	\$2,234,000	\$2,306,000	\$2,306,000

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EXHIBIT D- CUSTOM SOFTWARE AGREEMENT

EXHIBIT D – CUSTOM SOFTWARE AGREEMENT

1. Software Title. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.
2. Documentation and Copies. The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
3. Restriction on Use. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.
4. Software Non-Infringement. Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if

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these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, Instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or services not provided by Contractor without Contractor's consent.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. 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 under the Contract.

The Parties shall use 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:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	ALLOTTED TIME
Primary	Sumit Garg Sumit.Garg2@techmahindra.com	Mark Stewart Mark.W.Stewart@doit.nh.gov	5 Days
First	Arpit Shastri Arpit.Shastri@TechMahindra.com	Ronald Reed Ronald.W.Reed@doit.nh.gov	10 Days
Second	Sethuraman Aramathi Sethuraman.Aramathi@TechMahindra.com	Asst. Commissioner Richard Bailey Richard.C.BaileyJr@dos.nh.gov	15 Days
Third	Rohit Patel Rohit.Patel@TechMahindra.com	Commissioner of DoIT	15 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.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor 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.

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3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. Contractor 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 all 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. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- 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

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Contractor access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Contractor 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 Contractor 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 Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. 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 (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright.

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

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Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Criminal Justice Information (CJI), Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor or during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
DMV	New Hampshire Division of Motor Vehicles
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.

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Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Contractor or for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

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Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.

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Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Exhibit B Business and Technical Requirements – Attachment 1
- b. Criminal Justice Information Services Security Addendum – Attachment 2

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

a. Attachment 1 - Exhibit B Business and Technical Requirements

TECHNICAL CONSULTING REQUIREMENTS				
State Requirements				Vendor
Req #	Requirement Description	Criticality	Tech Mahindra Response	Comments
<i>ROLE: Project Manager/Application Architect</i>				
System-Specific Consultant Requirements				
A1.1	Thorough understanding of technologies and tools used in key applications used by the Division of Motor Vehicles (DMV), as outlined in this RFP (see Technical Skills requirements)	M	Yes	
A1.2	Ability to develop application enhancements consistent with the present design in both code and UI	M	Yes	
A1.3	The ability to conceptualize future functionality by leveraging or extending the existing design and recommending optimal solutions	M	Yes	
A1.4	Strong on premise and/or cloud domain expertise in delivering modernization initiatives for DMV.	M	Yes	
A1.5	Recent experience working with public sector customers, specifically DMV.	M	Yes	
A1.6	Strong inventory management expertise as it pertains to DMV applications.	M	Yes	
A1.7	Experience managing multiple projects, utilizing both waterfall and Agile methodologies.	M	Yes	
A1.8	Experience managing team assignments.	M	Yes	
A1.9	Thorough understanding of PCI compliance requirements. Consultant staff must provide to the State Project Manager proof of completing annual PCI training.	M	No	Tech Mahindra in process of providing required training and complete certification.
A1.10	Thorough understanding of State of NH driver privacy regulations and compliance	M	Yes	

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Contractor Initials: SN
Date: 27th May 2022

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AI.11	Experience developing and managing interfaces to law enforcement systems (e.g. CPD)	M	Yes	
AI.12	Experience developing and managing interfaces with the American Association of Motor Vehicle Administrators (AAMVA), and a thorough understanding of their programs and guidelines	M	Yes	
AI.13	Strong AAMVA State-to-State Solution domain expertise including design, development, implementation and support of municipal columns	SP	Yes	
AI.14	Knowledge of AAMVA interface standards (e.g. SPEXS)	P	Yes	
AI.15	Knowledge of AAMVA Commercial Driver License Information System (CDLIS)	P	Yes	
AI.16	Knowledge of AAMVA Problem Driver Pointer System (PDPS)	P	Yes	
AI.17	Knowledge of AAMVA Verification of Vital Status (VLS) service	P	Yes	
AI.18	Knowledge of AAMVA United States Passport Verification Service (USPVS)	P	Yes	
AI.19	Knowledge of AAMVA United Network Interface (UNI)	P	Yes	
AI.20	Knowledge of AAMVA Commercial Skills Test Information Management System (CSTIMS)	P	Yes	
AI.21	Knowledge of government sector interface standards (e.g. NEM, MMUCS)	M	Yes	
AI.22	Experience utilizing Microsoft DevOps for code management, Agile management of sprints, pipelines, repos, user stories, epics, backlog, bugs, documentation and testing	M	Yes	
AI.23	Experience with high availability architecture within a Dynamics CRM environment	M	Yes	
AI.24	Experience with Logical design development	M	Yes	
AI.25	Experience with physical design and unit testing	M	Yes	

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AL.26	Experience with conducting performance testing and tuning	M	Yes	
AL.27	Experience with system implementation	M	Yes	
AL.28	Experience with integration testing	M	Yes	
AL.29	Experience with developing to defined business requirements and User Story Development	M	Yes	
AL.30	Ability to provide direction, quality oversight and technical training	M	Yes	
AL.31	Experience in facilitating meetings with participation from all levels of the organization	M	Yes	
AL.32	Provide bug fixes as directed	M	Yes	
AL.33	Provide thorough documentation for the new feature, enhancements consistent with existing documentation	M	Yes	
AL.34	Provide training materials and conduct training on the new enhancements	M	Yes	
AL.35	Conduct thorough knowledge transfer to State IT resources and documentation	M	Yes	
AL.36	Ability to quickly master new skills	M	Yes	
AL.37	Experience designing major aspects of the architecture of an application including components such as user interface, middleware, and infrastructure	M	Yes	
AL.38	Experience developing responsive user interfaces that can be rendered on mobile devices such as tablets and phones	M	Yes	
AL.39	Experience providing technical leadership to the application development team	M	Yes	
AL.40	Experience performing design and code reviews	M	Yes	
AL.41	Ensuring that uniform enterprise-wide application design standards are maintained	M	Yes	

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AI.42	Experience collaborating with other stakeholders to ensure the architecture is aligned with business requirements	M	Yes	
AI.43	High level of technical expertise, combined with excellent planning, coordination and communication skills, and the ability to work on teams	M	Yes	
AI.44	Experiences with relevant development tools and specific application and system architecture, in addition to a strong understanding of object-oriented design.	M	Yes	
AI.45	Excellent communication skills both verbal and written	M	Yes	
AI.46	Point contact between State and the support team. Coordinates initiatives identified by State with the support team from the onset until implementation	M	Yes	
AI.47	Consults with functional unit management and personnel to identify, define and document business needs and objectives, current operational procedures, problems, input and output requirements, and levels of systems access	M	Yes	
AI.48	Analyzes the feasibility of, and develops requirements for, new functionalities and enhancements to existing functionalities; ensures the system design fits the needs of the users	M	Yes	
AI.49	Tracks and fully documents changes for functional and business specifications; writes, details, updates, understood procedures for permanent records and for use in training	M	Yes	
AI.50	Identifies opportunities for improving business processes through information systems and/or non-system driver changes; assists in the preparation of proposals to develop new systems and/or operational changes	M	Yes	
AI.51	Experience reviewing and interpreting system and functional technical literature and manuals in terms understandable to the end users	M	Yes	
AI.52	Experience planning, organizing, and conducting business process reengineering/improvement projects and/or management reviews of systems	M	Yes	
AI.53	Experience conducting change impact analysis to assess the potential implications of changes and document system, business rules, functions and requirements	M	Yes	
AI.54	Provides technical assistance in training, mentoring, and coaching professional and technical staff	M	Yes	

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A1.55	Provides work direction to one or more technical or clerical staff or acts as a team lead on designated projects or assignments.	M	Yes	
A1.56	Strong expertise in role-based security and permission management.	M	Yes	
	Technical Skills			
A1.1.1	Certifications:	N/A		
A1.1.1.1	Azure Solutions Architect	P	No	Tech M is in process of providing required training and complete certification.
A1.1.1.2	Dynamics 365	P	No	Tech M is in process of providing required training and complete certification.
A1.1.1.3	Power Platform Developer or Architect	P	No	Tech M is in process of providing required training and complete certification.
A1.1.1.4	DevOps Engineer	P	No	Tech M is in process of providing required training and complete certification.
A1.1.2	Dynamics CRM 2016 and higher	M	Yes	
A1.1.3	NET Framework 4.5 and higher	M	Yes	
A1.1.4	SQL Server 2012 and higher	M	Yes	
A1.1.5	SQL Server: Stored procedures, functions.	M	Yes	
A1.1.6	HTML	M	Yes	
A1.1.7	XML, XSD	M	Yes	
A1.1.8	MVC	M	Yes	

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A1.1.9	SOAP/REST WCF Services	M	Yes	
A1.1.10	SSRS	M	Yes	
A1.1.11	JavaScript	M	Yes	
A1.1.12	JSON QUERY	M	Yes	
A1.1.13	Visual Studio	M	Yes	
A1.1.14	Microsoft Active Directory	M	Yes	
A1.1.15	Amis DevOps 17 and higher	M	Yes	
A1.1.16	SharePoint 2019 and higher	M	Yes	
A1.1.17	Essi 6.5 and higher	M	Yes	
A1.1.18	Veritas Server 6.5 and higher	M	Yes	
A1.1.19	Chape Payment Solutions	M	Yes	
A1.1.20	AAMVA SPECS 6.0 and higher	M	Yes	
A1.1.21	DELL Technologies PowerVault	P	Yes	
Role: Sr. Microsoft Dynamics and .NET Developer				
	System-Specific Consultant Requirements			
	Thorough understanding of technologies and tools used in key applications used by DMV as outlined in this RFP (see Technical Skills requirements)	M	Yes	

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A2.2	Ability to develop application enhancements consistent with the present design in both code and UI	M	Yes	
A2.3	Recent experience working with public sector customers, specifically DMV	M	Yes	
A2.4	Experience managing multiple projects, utilizing both waterfall and Agile methodologies	M	Yes	
A2.5	Ability to do effective code reviews of other developers	M	Yes	
A2.6	Thorough understanding of PCI compliance requirements. Consultant/staff must provide to the State Project Manager proof of completing annual PCI training	M	Yes	
A2.7	Thorough understanding of State of NH driver privacy regulations and compliance	M	Yes	
A2.8	Experience developing and managing interfaces to law enforcement systems (i.e. CPD)	M	Yes	
A2.9	Experience developing and managing interfaces with the American Association of Motor Vehicle Administrators (AAMVA) and a thorough understanding of their programs and guidelines	M	Yes	
A2.10	Strong AAMVA State-to-State Solution domain expertise including design, development, implementation, and support of municipal solutions	P	Yes	
A2.11	Knowledge of AAMVA interface standards (e.g. SPEXS)	P	Yes	
A2.12	Knowledge of AAMVA Commercial Driver License Information System (CDLIS)	P	Yes	
A2.13	Knowledge of AAMVA Problem Driver Point System (PDPS)	P	Yes	
A2.14	Knowledge of AAMVA Verification of Lawful Status (VLS) service	P	Yes	
A2.15	Knowledge of AAMVA United States Passport Verification Service (USPVS)	P	Yes	
A2.16	Knowledge of AAMVA Unified Network Interface (UNI)	P	Yes	

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A2.17	Knowledge of AAMVA Commercial Skills Test Information Management System (CSIMS)	M	Yes	
A2.18	Knowledge of government sector interface standards (e.g., NEIM, MAUCCS)	M	Yes	
A2.19	Experience utilizing Microsoft DevOps for code management, Agile management of sprints, pipelines, report user stories, epic, backlog, bugs, documentation and testing.	M	Yes	
A2.20	Experience with high-availability architecture within a Dynamics CRM environment	M	Yes	
A2.21	Experience with logical design development	M	Yes	
A2.22	Experience with physical design and unit testing	M	Yes	
A2.23	Experience with conducting performance testing and tuning	M	Yes	
A2.24	Experience with system implementation	M	Yes	
A2.25	Experience with integration testing	M	Yes	
A2.26	Experience with developing to defined business requirements and User Story Development	M	Yes	
A2.27	Provide bug fixes as directed	M	Yes	
A2.28	Provide thorough documentation for the new feature enhancements consistent with existing documentation	M	Yes	
A2.29	Provide training materials and conduct training on the new enhancements	M	Yes	
A2.30	Conduct thorough knowledge transfer to State IT resources	M	Yes	
A2.31	Ability to quickly master new skills	M	Yes	
A2.32	Experiencing performing code reviews	M	Yes	

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A2.33	Ensuring that uniform enterprise-wide application design standards are maintained	M	Yes	
A2.34	Excellent planning, coordination and communication skills, and the ability to work on teams.	M	Yes	
A2.35	Experience with relevant development tools and specific application and system architecture, in addition to a strong understanding of object-oriented design.	M	Yes	
A2.36	Experience with ETL, data conversion and migration	M	Yes	
A2.37	Experience developing in- and out-bound interfaces	M	Yes	
A2.38	Excellent communications skills, both verbal and written	M	Yes	
A2.39	Experience with CRM installation, configuration, requirements gathering, business analysis, training and technical development/programming	M	Yes	
A2.40	Collaborate with other software developers, business analysts, software architects and IT professionals to implement Microsoft Dynamics CRM solutions version 2016 and higher.	M	Yes	
A2.41	Experience integrating existing systems and services into the MS Dynamics architecture	M	Yes	
A2.42	Experience with deployment and provisioning activities	M	Yes	
A2.43	Demonstrated proficiency with developing, deploying, customizing and integrating Microsoft Dynamics platform	M	Yes	
A2.44	Demonstrated proficiency in installing and deploying Microsoft Dynamics Organizations, customizing and creating CRM entities	M	Yes	
A2.45	Demonstrated proficiency in understanding and implementing business workflows and processes, CRM SDK and plug-in	M	Yes	
A2.46	Demonstrated proficiency in development using C#, .NET, WCF, SQL, SSRS, HTML, JavaScript, web services, and XML	M	Yes	
A2.47	Experience with source control management systems and continuous integration / deployment environments	M	Yes	

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A2.49	Experiences with supporting Microsoft products (SQL Server, SharePoint, IIS, Lync)	M	Yes	
	Technical Skills			
A2.1.1	Certifications:	N/A		
A2.1.1.1	Azure Solutions Architect	P	No	Tech M is in process of providing required training and completing certifications
A2.1.1.2	Dynamics 365	P	Yes	
A2.1.1.3	Power Platform Developer or Architect	P	Yes	
A2.1.1.4	DevOps Engineer	P	Yes	
A2.1.2	Dynamics CRM 2016 and higher	M	Yes	
A2.1.3	.NET Framework 4.5 and higher	M	Yes	
A2.1.4	SQL Server 2012 and higher	M	Yes	
A2.1.5	SQL Server Stored procedures, functions	M	Yes	
A2.1.6	HTML	M	Yes	
A2.1.7	XML XSD	M	Yes	
A2.1.8	MVC	M	Yes	
A2.1.9	SOAP/REST WCF Services	M	Yes	

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A2.1.10	SSRS	M	Yes	
A2.1.11	JavaScript	M	Yes	
A2.1.12	JSON, JQUERY	M	Yes	
A2.1.13	Visual Studio	M	Yes	
A2.1.14	Microsoft Active Directory	M	Yes	
A2.1.15	Azure DevOps 17 and higher	M	Yes	
A2.1.16	SharePoint 2013 and higher	M	Yes	
A2.1.17	Excel 6.5 and higher	M	Yes	
A2.1.18	Veeam Server 6.5 and higher	M	Yes	
A2.1.20	Chase Payment Solutions	M	Yes	
<i>Role: Quality Assurance</i>				
System Specific Consultant Requirements				
A3.1	Recent experience working with public sector customers, specifically DMV	M	Yes	
A3.2	Demonstrated resourcefulness and problem-solving aptitude	M	Yes	
A3.3	Experience producing documentation as necessary for project tracking and management reporting	M	Yes	
A3.4	Excellent communications skills, both verbal and written	M	Yes	
A3.5	Experience performing tests on computer applications to isolate and solve issues, formulate tests, analyze results, and find solutions to technical problems	M	Yes	

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A3.6	Experience designing and executing test plans for large, integrated applications and interfaces	M	Yes	
A3.7	Experience recording and documenting test results and comparing to expected results	M	Yes	
A3.8	Experience detecting software failures so that defects may be discovered and corrected	M	Yes	
A3.9	Experience performing an historical analysis of test results and publishing the analysis for State review	M	Yes	
A3.10	Experience documenting system anomalies and software defects	M	Yes	
A3.11	Experience maintaining a database of software defects for tracking purposes	M	Yes	
A3.12	Experience developing application instructions for users	M	Yes	
A3.13	Experience developing and documenting application test plans based on software requirements and technical specifications	M	Yes	
A3.14	Experience ensuring compliance with general programming best practices, accepted web standards and those standards set forth by upstream sources	M	Yes	
A3.15	Experience in participating in application planning meetings	M	Yes	
A3.16	Experience ensuring data integrity standards are implemented and followed	M	Yes	
A3.17	Experience with automation and performance testing	M	Yes	
A3.18	Experience with AAMVA State-to-State Solution	P	Yes	
	Technical Skills		Yes	
A3.1.1	Demonstrated experience as a QA Tester including automation tester in projects involving Microsoft Technologies such as .net, SQL Server, Microsoft Dynamics, Power Platform and Power Apps	M	Yes	

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A3.1.2	Hands-on scripting/coding experience in any one of Java, JSP, VBscript, C#, JavaScript, HTML and XML.	M	Yes	
A3.1.3	Experience with Reporting tools: Azure DevOps, Quality center or Team foundation server.	M	Yes	
A3.1.4	Experience with Testing Tools: Selenium, Web driver, Unified Functional Testing (UFT), Visual Studio Web Performance testing, Apache Jmeter, SOAP UI, JUnit, TestNG, JAF (integrated automation framework), Cucumber, Maven, Jenkins, Blaze meter.	M	Yes	
A3.1.5	Experience working with core Software Tools: Microsoft Dynamics 2016, Dynamics 365, Power BI, SSRS	M	Yes	
<i>Role: Infrastructure Administrator</i>				
System Specific Consultant Requirements				
A4.1	Thorough understanding of technologies and tools used in key applications used by DMV as outlined in this RFP (see Technical Skills requirements)	M	Yes	
A4.2	Recent experience working with public sector customers, specifically DMV	M	Yes	
A4.3	Experience with high-availability architecture within a Dynamics CRM environment	M	Yes	
A4.4	Excellent planning, coordination and communication skills, and the ability to work on teams.	M	Yes	
A4.5	Excellent communication skills, both verbal and written.	M	Yes	
A4.6	Demonstrated resourcefulness and problem-solving aptitude.	M	Yes	
A4.7	Experience producing documentation as necessary for project tracking and management reporting.	M	Yes	
A4.8	Experience performing scheduled and unscheduled maintenance activities for multiple environments, including Production, Development, Training, Certification & QA environments, including new deployment, upgrades & monitoring for multiple servers such as Dynamics, SharePoint, FTP, Print, etc.	M	Yes	

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A4.9	Experience VMware and vCenter configuration and administration.	M	Yes	
A4.10	Experience with Windows Server Administration, Active Directory Management using LDAPs, user account set up, OS Patches deployment, troubleshooting and support.	M	Yes	
A4.11	Experience with SQL servers administration including installing, configuring, securing and optimizing SQL Server Databases.	M	Yes	
A4.12	Experience with root cause analysis and collaborating with support/development teams as necessary.	M	Yes	
A4.13	Experience reporting (Ticket/SLA metrics).	M	Yes	
A4.14	Experience planning and executing core environment upgrades to newer platform versions.	M	Yes	
A4.15	Experience collaborating and working closely with the Hardware Infrastructure support team.	M	Yes	
A4.16	Experience designing and implementing new solutions and improving resilience of the current environment.	M	Yes	
A4.17	Experience working with the Network team to maximize network performance by monitoring performance, troubleshooting network problems and outages, scheduling upgrades and collaborating with network architects on network optimization.	M	Yes	
A4.18	Experience coordinating with the Network team in the support and administration of firewall environments in line with IT security policy.	M	Yes	
A4.19	Experience performing data network fault investigations in local and wide area environments, using information from multiple sources.	M	Yes	
A4.20	Experience supporting on-site engineers and end users/customers during installations.	M	Yes	
A4.21	Ability to troubleshoot and analyze issues for prompt resolution.	M	Yes	
A4.22	Experience conducting capacity management and audit of IP addressing and hosted devices within data centers.	M	Yes	

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A4.1.3	Experience working with project management, team, developers, quality assurance, and other technical resources on a regular basis	M	Yes	
A4.1.4	Experience with SharePoint access and user administration	M	Yes	
Technical Skills				
A4.1.1	Certifications:	N/A		
A4.1.1.1	Azure Solutions Architect	P	No	Tech M is in process of providing required training and complete certification
A4.1.1.2	Dynamics 365	P	No	Tech M is in process of providing required training and complete certification
A4.1.1.3	Power Platform Developer/Architect	P	No	Tech M is in process of providing required training and complete certification
A4.1.1.4	DevOps Engineer	P	No	Tech M is in process of providing required training and complete certification
A4.1.2	Dynamics CRM 2016 and higher	M	Yes	
A4.1.3	.NET Framework 4.5 and higher	M	Yes	
A4.1.4	SQL Server 2012 and higher	M	Yes	
A4.1.5	SQL Server Stored procedures, functions	M	Yes	
A4.1.6	HTML	M	Yes	
A4.1.7	XML, XSD	M	Yes	
A4.1.8	MVC3	M	Yes	

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A4.1.9	SOAP/REST WCF Services	M	Yes	
A4.1.10	SSRS	M	Yes	
A4.1.11	JavaScript	M	Yes	
A4.1.12	JSON QUERY	M	Yes	
A4.1.13	Visual Studio	M	Yes	
A4.1.14	Microsoft Active Directory	M	Yes	
A4.1.15	Azure DevOps 17 and higher	M	Yes	
A4.1.16	SharePoint 2013 and higher	M	Yes	
A4.1.17	Excel 6.5 and higher	M	Yes	
A4.1.18	VMware Server 6.5 and higher	M	Yes	
A4.1.20	Chase Payments Solutions	M	Yes	

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b. Attachment 2 - Agency Compliance Documents

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FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all

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subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement. 4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TECH MAHINDRA (AMERICAS) INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on October 23, 2013. 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: 699441

Certificate Number: 0005766401



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

General Power of Attorney

TO ALL TO WHOM these presents shall come, Tech Mahindra (Americas), Inc. a Corporation registered in the state of New Jersey, United States of America and having its Business Address at 4965, Preston Park Boulevard, Suite 500, Plano, TX 75093, United States of America (hereinafter referred to as "the Corporation") SEND GREETINGS:

WHEREAS, the Corporation is desirous of appointing

Mr. Vineet Vij, General Counsel, Employee ID No: 620796

Mr. Milind Pendse, Assistant General Counsel, Employee ID No: 79894

Mr. Sarang Bhanage, Assistant General Counsel, Employee ID No: 42271

Mr. Santoshkumar Nair, Assistant General Counsel, Employee ID No: 248504

Mr. Vikas Saxena, Assistant General Counsel, Employee ID No: 127389 and

Mr. Rahul Sharma, Assistant General Counsel, Employee ID No: 634260

all of whom are the employees of Tech Mahindra Limited, India as its Constituted Attorney, authorizing the attorneys severally to execute various documents for and on behalf of the Corporation.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT, the Corporation hereby nominate, constitute and appoint

Mr. Vineet Vij, General Counsel, Employee ID No: 620796

Mr. Milind Pendse, Assistant General Counsel, Employee ID No: 79894

Mr. Sarang Bhanage, Assistant General Counsel, Employee ID No: 42271

Mr. Santoshkumar Nair, Assistant General Counsel, Employee ID No: 248504

Mr. Vikas Saxena, Assistant General Counsel, Employee ID No: 127389 and

Mr. Rahul Sharma, Assistant General Counsel, Employee ID No: 634260

all of whom are the employees of Tech Mahindra Limited, India, to be our true and lawful attorney in fact and in law of the Corporation for and in the name and on behalf of the Corporation to execute and perform all and/or any of the following acts, deeds, matters, that is to say:

- i. To execute and sign all agreements and contracts, with customers, vendors, sub-contractors, alliance partners and other service providers for providing or receiving software development services, software consultancy services, master service agreements, alliance, teaming, partnership agreements or agreement for any other services/matters and agreements for license of software from any of its vendors, suppliers or anything in connection therewith.

- ii. To execute and sign all documents connected with or which may be required to be executed with Utilities/Services providers in connection with applications for and/or transfer of telephone lines, facsimile connections, electronic data links, leased lines, internet connections and/or other utilities/services including in particular but not limited to application forms, bonds, consent letters, guarantees and any other papers or writings which may be required.
- iii. To sign all necessary documents to secure any monies advances or loaned to any of its employees in accordance with any staff welfare schemes introduced, including but not limited to vehicle loan, housing loan or any other such loans, for the benefit of its employees, from time to time.
- iv. To execute and sign all contracts and agreements with contractors, suppliers of services such as security services, maintenance services, housekeeping services, car rental services, insurance, credit rating, underwriters, registrar & transfer agents of shares or stocks or such other securities and equipment hire services etc.
- v. To accept service of any writ or summons or other legal process and to appear and to represent the Corporation, or otherwise to commence, carry on or continue, action or other proceedings, for the Corporation and in the name of the Corporation, in any Court or Quasi-Judicial forum/Authorities, or any other judicial, quasi-judicial, semi-judicial, tribunals, government or semi-government or quasi-government authorities, tax or revenue authorities, property / real assets related authorities, whether civil or criminal or insolvency or Court hearing, Corporation-matters or all types of tax matters and such other legal matters of whatsoever nature, having jurisdiction in any Sovereign Territories worldwide and also to file and defend, appeals, references, reviews, revision and other applications from the decisions in such actions or proceedings and to carry to final determination as the Attorney shall think fit and also to take such other lawful actions and means for recovering or getting in such sum of money, refund or other thing whatsoever and also to appoint any number of Solicitors, Pleaders, Advocates, Barrister or other Legal Advisers, and issue them necessary authorizations including Vakalatnama, power of attorneys, letter of authority or such other authorization document as may be required as per applicable local laws, to prosecute or defend in the premises aforesaid or any of them as occasion may require, either in the name of the Corporation or in the name of the Attorney and for the purposes aforesaid to sign, swear, declare and verify all plaints, petitions, applications, affidavits, declarations, written statements, memos of appeals, reviews, revision applications and all other documents as may be deemed necessary and advisable by the Attorney.
- vi. To represent the Corporation and appear, appeal in all matters relating to the clearance, import, export, warehousing, bonding, carriage and trans-shipment of goods, import and export trade control and licenses for goods and to carry out all requirements of the Customs, Excise, Municipal, Railway, Port or other Authorities in relation thereto, whether in India or abroad.
- vii. To sign, execute and to perform all and/or any acts, deeds, undertakings, affidavits matters and things incidental or ancillary to the matters or authorities mentioned above, to fully effectuate the same.

And the Corporation, does hereby undertake to ratify and confirm whatever the Attorney may lawfully do or causes to be done by virtue of these presents.

The power delegated by virtue of this Power of Attorney to act on behalf of the Corporation in respect of the above matters will be held valid as long as the said Attorney is in employment of Tech Mahindra Limited, India or till the Corporation revokes the same at any time for any reason whatsoever.

IN WITNESS WHEREOF the Corporation has pursuant to the resolution dated February 24, 2020, the Board of Directors have executed the Power of Attorney.

For Tech Mahindra (Americas), Inc.


Manish M Vyas
Director & President

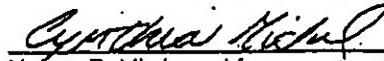
Date: February 25, 2020

Acknowledgement

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared MANISH M. VYAS, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 25 day of FEBRUARY, 2020.


Notary Public in and for
The State of Texas



**Tech
Mahindra**

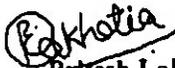
Tech Mahindra (Americas) Inc.
5700 Democracy Drive
Suite # 2000, Plano
TX 75024 USA

Tel: (972) 991-2900
Fax: (972) 991-3776
www.techmahindra.com

TO WHOM SO EVER IT MAY CONCERN

I Pritesh Lakhotiya, Treasurer & Secretary of Tech Mahindra (Americas), Inc., having its Business address 5700 Democracy Drive, Suite # 2000, Plano, TX 75024 USA, hereby confirm that the POA issued to Mr. Santosh Kumar Nair on 25th February 2020 has not been amended or revoked till date and is still valid and in effect.

For Tech Mahindra (Americas), Inc.,



Pritesh Lakhotiya
Treasurer & Secretary

Date: 28th May 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 Attn: SanJose.carrequest@marsh.com	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN103181849-GAWUC-21-22 NOC	INSURER A: Massachusetts Bay Insurance Co. NAIC # 22306	INSURER B: The Hanover Insurance Company
INSURED Tech Mahindra (Americas) Inc. 5700 Democracy Drive, Suite 2000 Plano, TX 75024	INSURER C: Allmerica Financial Benefit Ins Co 41840	INSURER D: _____
	INSURER E: _____	INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** SEA-003206958-18 **REVISION NUMBER:** 3

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	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		ZDY-A967214-05	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AHY-H500137-01	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ Hired Car Phys/Dam Limit \$ 50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____		UHY-A967213-06	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WMY-A967221-05	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Citiz		ZDY-A967214-05	07/01/2021	07/01/2022	Employee Theft 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks @schedule, may be attached if more space is required)
 Insurance company will provide 30 days notice for any reason except 10 days notice for non-payment of premium. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

New Hampshire Dept. of Safety,
 Division of Motor Vehicles
 Attn: Stephen E. Merrill
 23 Hazen Drive
 Concord, NH 03305

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
 of Marsh Risk & Insurance Services

Petronella Massey

Petronella Massey

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