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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/doi

B 28

Steven J. Kelleher
 Acting Commissioner

January 21, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Safety (DOS), to exercise a **SOLE SOURCE** contract amendment with NIIT Technologies (Vendor # 165248) of Atlanta GA, for technical support services for the Municipal Agent Automation Program (MAAP), in the amount of \$348,000 from \$3,002,630 to \$3,350,630, from Governor and Executive Council approval through June 30, 2016.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Highway Funds. Funding is available in the following Department of Information Technology accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT
2015	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230028	\$225,776
2015	01-03-03-030010-77030000-DOIT-Central IT Services 046-500465 – IT Consultants	03230052	\$122,224
		2015 Subtotal	\$348,000
	GRAND TOTAL		\$348,000

EXPLANATION

DOS Contract 2009-033, covers support services for the MAAP which manages title and registration processing for motor vehicles. This support includes system maintenance as well as current product enhancements and mandated changes. This contract has been termed sole source because the contract exceeds the extension authority within the original RFP. DOS RFP 2009-033 was issued on September 5, 2008. After consultant interviews with the three responding companies meeting requirements, NIIT Technologies, Inc. was chosen as the best value to the State. Since that date the NIIT consultants have proven to be an excellent and cost effective resource, offering low cost and high quality software development services.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
Page 2
January 21, 2015

The amended contract allows DOS to retain two and bring two additional consultants to help w/the additional workload required to build all the interfaces between MAAP and the new VISION DMV system. After SFY 15 the consultant staff will return to original staffing levels. The NIIT technical consulting resources work closely with Division of Motor Vehicle (DMV) personnel. They assist the Courts on the J-One project and local municipalities to implement eCitatio and Crash Records Management System. They help the State to define business requirements, design, write, and test programs, and implement programs that support software changes necessary due to legislative mandated changes. They also help to promote efficiencies which streamline business processes. During the next 12 months in order to implement the VISION project a significant amount of work will be required on new interfaces between MAAP and the new DMV system. VISION will have to be designed, coded, tested and implemented. NIIT will be critical to these projects. Additional examples of NIIT involvement will be E-Z Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information, a bar code used by law enforcement personnel, and enhanced boat registrations. Since implementing MAAP in July 2005, the State has relied heavily on consultants to support both MAAP maintenance and enhancement functions. This core registration and titling system supports over 800 users at 15 State locations as well as over 200 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, State, and national level.

Due to the shortage of DoIT personnel with the requisite skills to support this critical application and with the approval of the new VISION project which will require in-depth knowledge of the DMV systems to integrate with, it is imperative that these experienced consultant resources be provided.

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

Respectfully submitted,



Steven J. Kelleher
Acting Commissioner

PCH/dcp
2009-033D
A&E RID # 16331

Cc: David Perry, Contracts Manager, Bureau of Finance & Administration
Bart Bronson, DOIT/DOS IT Lead



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DEPARTMENT OF INFORMATION TECHNOLOGY

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Steven J. Kelleher
Acting Commissioner

January 26, 2015

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. as described below and referenced as DoIT No. 2009-033D.

The purpose of this contract amendment is to temporarily increase staffing to help integrate Municipal Agent Automation Project (MAAP) application into the VISION Project. VISION is separately funded by a DOS capital project item. The planned budget for this amendment is \$348,000. The amended contract allows DOS to retain two and bring two additional consultants during SFY 2015 to help with the additional workload required to build all the interfaces between MAAP and the new VISION DMV system. During SFY 16, the consultant staff will return to original staffing levels. Upon Governor and Council approval, this amendment increases the contract total from \$3,002,630 to \$3,350,630. The contract end date remains June 30, 2016.

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

Sincerely,

A handwritten signature in cursive script that reads 'Steven J. Kelleher'.

Steven J. Kelleher

SJK/dcp
DOIT 2009-33D
RID 16331

cc: David Perry, DoIT Contracts Manager
Bart Bronson, DoIT/DOS IT Lead

**State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-033, on December 18, 2008, Item #3, and amended on December 14, 2011, Item #13, October 17, 2012, Item # 12 and on January 29, 2014, Item # 5 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply support services to MAAP & MAAP related systems 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") acting for the benefit of the Department of Safety, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$348,000 to bring the total contract price to \$3,350,630.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$3,002,630 to \$3,350,630.
2. Exhibit B: of the Agreement is hereby amended as described below:
 - 2.1. Amend Exhibit B by replacing Paragraph 1 of Section 1.1: *Not to Exceed* in its entirety as follows:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$3,350,630 for the period from the Effective Date through June 30, 2016. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,350,630 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Contract 2009-033 – DOS Staff Augmentation Contract

**State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 CONTRACT AMENDMENT D**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-033	Original Contract	12/31/2011	\$1,230,540
2009-033 Amendment A	Amendment to Increase Funding	12/31/2013	\$ 497,090
2009-033 Amendment B	Amendment to Increase Funding and extend end date	6/30/2014	\$ 225,000
2009-033 Amendment C	Amendment to Increase Funding and extend end date	6/30/2016	\$ 1,050,000
2009-033 Amendment D	Amendment to Increase Funding	6/30/2016	\$ 348,000
	CONTRACT TOTAL		\$3,350,630

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.



 Ritesh Agrawal, Controller
 NIIT Technologies, Inc.

Date: 11/17/2014

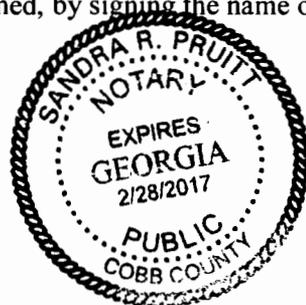
Corporate Signature Notarized:
 STATE OF GA.
 COUNTY OF Cobb

On this the 17 day of Nov., 2014, before me,
Ritesh Agrawal, the undersigned Officer Ritesh Agrawal,
 personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

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



 Notary Public/Justice of the Peace



**State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
CONTRACT AMENDMENT D**

My Commission Expires:

(SEAL)

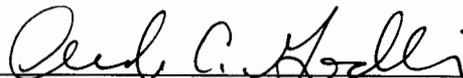
State of New Hampshire



Steven Kelleher, Acting Commissioner
State of New Hampshire
Department of Information Technology

Date: 1-28-15

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



State of New Hampshire, Department of Justice

Date: 1/28/15

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

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

1. I am a duly elected Vice President – Human Resources of NIIT Technologies Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.
(Date given authority)

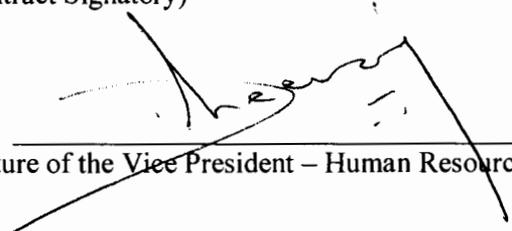
RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the Division of Motor Vehicles of the Department of Safety, providing for the performance of certain IT consulting services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 11/17/2014.
(Date Contract Signed)

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


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

STATE OF Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 17 day of November, 2014, by Dheeraj Bhardwaj.
(Name of person signing above, Vice President – Human Resources of the Corporation)

(NOTARY SEAL)


Notary Public / Justice of the Peace

Commission Expires: 2/28/2017



State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2015

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Atlanta Certificate Request PHONE (A/C, No, Ext): 404-923-3700 FAX (A/C, No): 877-362-9069 E-MAIL ADDRESS: atlcertrequest@wellsfargo.com														
INSURED NIIT (USA), INC. 1050 Crown Pointe Parkway Suite 500 Atlanta GA 30338	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES
CERTIFICATE NUMBER: 8603689
REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			35862638	01/01/2015	01/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	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	71725711	01/01/2015	01/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

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

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

CERTIFICATE HOLDER

 State of New Hampshire
 Dept. of Information Technology
 Chief Information Officer
 27 Hazen Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

5 B



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
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Peter C. Hastings
 Commissioner

January 14, 2014

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

Sole source

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of the Department of Safety ("DOS"), to exercise a **SOLE SOURCE** contract extension with NIIT Technologies (Vendor #165248) of Atlanta GA, for technical support services for the Municipal Agent Automation Program, in the amount of \$1,050,000 from \$1,952,630 to \$3,002,630, effective upon Governor and Executive Council approval through June 30, 2016.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Highway Funds. Funding is available in the following Department of Information Technology accounts, contingent upon continued appropriation for fiscal 2016 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	TOTALS
2014	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 – IT Consultants	03230028	\$350,000
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		GRAND TOTAL	\$1,050,000

Her Excellency, Governor Margaret Wood Hassan
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January 14, 2014

EXPLANATION

DOS Contract 2009-033, covers support services for the Municipal Agent Automation Project (MAAP) which manages title and registration for motor vehicles. This support includes system maintenance as well as current product enhancements and mandated changes. This contract has been termed **sole source** because the contract exceeds the extension authority within the original RFP. DOS RFP 2009-033 was issued on September 5, 2008. After consultant interviews with the three responding companies meeting requirements, NIIT Technologies, Inc. was chosen as the best value to the State. The contract was approved by G&C on December 18, 2008, Item #3 and amended on December 14, 2011 (Item #13) and October 17, 2012 (Item #12). From the beginning, the NIIT consultants have proven to be an excellent and cost effective resource, offering low cost and high quality software development services.

The consultants which are the subject of this amendment will assist the current team in supporting the Municipal Agent Automation Project (MAAP), freeing current MAAP resources to help DMV to define the requirements for integrating further DMV applications into the MAAP Java Unix Environment. These technical consulting resources work closely with DMV personnel to define business requirements, design, write, test and implement programs that support software changes necessary due to legislative mandates as well as effect efficiencies to streamline business processes. Examples are EZ-Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations. Since implementing MAAP in July, 2005, the State has relied heavily on consultants to support both MAAP maintenance and enhancement functions. This core registration and titling system (MAAP) supports over 800 users at fifteen State locations as well as over 200 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level.

Recent retirements from DOIT have decreased its resources with the requisite skills and experience to properly staff this project. Due to the shortage of DoIT personnel with the skills necessary to support this critical application and due to an increased need of staff with in-depth knowledge of DMV Systems for the new VISION Project, it is imperative that these experienced consultant resources be provided.

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

Respectfully submitted,



Peter C. Hastings
Commissioner

PCH/dcp
2009-033C
A&E RID # 14823

Cc: David Perry, Contracts Manager, Bureau of Finance & Administration
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HB ✓

Peter C. Hastings
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January 13, 2014

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. to extend the end date of the existing contract to provide project development services for MAAP and the VISION Program for the Department of Safety through June 30, 2014, as described below and referenced as DoIT No. 2009-033C.

This contract amendment secures the services of experienced NIIT consultants to temporarily increase staffing to assist during the preparation of the MAAP application for its integration into the VISION project. Upon Governor and Council Approval this amendment increases the contract by \$1,050,000 from \$1,952,630 to \$3,002,630 and extends the contract ending date from June 30, 2014 through June 30, 2016. This will allow DOS to keep its present two consultants for an additional six months as well as to acquire the services of another NIIT resource for three months.

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

Sincerely,

Peter C. Hastings

PCR/dcp
DOS 2009-33C
RID 14823

cc: David Perry, DoIT Contracts Manager
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**State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-033, on December 18, 2008, Item #3 and amended on December 14, 2011, Item #13 and October 17, 2012, Item # 12 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply support services to MAAP & MAAP related systems 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") acting for the benefit of the Department of Safety, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$1,050,000 to bring the total contract price to \$3,002,630.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date to June 30, 2016.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,952,630 to \$3,002,630.
3. Exhibit B: of the Agreement is hereby amended as described below:
 - 3.1. Amend Exhibit B by replacing Paragraph 1 in its entirety as follows:

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$3,002,630 for the period from the Effective Date through June 30, 2016. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

IT Consultant Services Hourly Rates Table

Position Title	Existing SFY 14 Rates	SFY 15	SFY 16
	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16
Senior Developer	82	85	90
Junior Developer	72	75	80

**State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 CONTRACT AMENDMENT C**

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

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,002,630 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Contract 2009-033 – DOS Staff Augmentation Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-033	Original Contract	12/31/2011	\$1,230,540
2009-033 Amendment A	Amendment to Increase Funding	12/31/2013	\$ 497,090
2009-033 Amendment B	Amendment to Increase Funding and extend end date	6/30/2014	\$ 225,000
2009-033 Amendment C	Amendment to Increase Funding and extend end date	6/30/2016	\$ 1,050,000
	CONTRACT TOTAL		\$3,002,630

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.

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
CONTRACT AMENDMENT C

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



Ritesh Agrawal, Controller
NIIT Technologies, Inc.

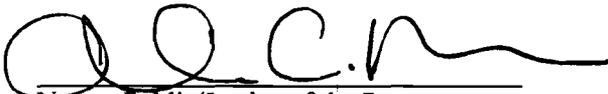
Date: 01/03/2014

Corporate Signature Notarized:

STATE OF Georgia
COUNTY OF Fulton

On this the 3rd day of January, 2014, before me,
Alisa C. Munson, the undersigned Officer Ritesh Agrawal,
personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

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



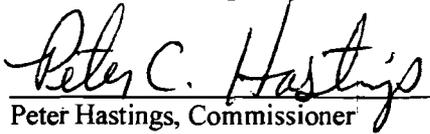
Notary Public/Justice of the Peace

My Commission Expires: NOV. 5, 2016

(SEAL)



State of New Hampshire



Peter Hastings, Commissioner
State of New Hampshire
Department of Information Technology

Date: 1/13/14

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



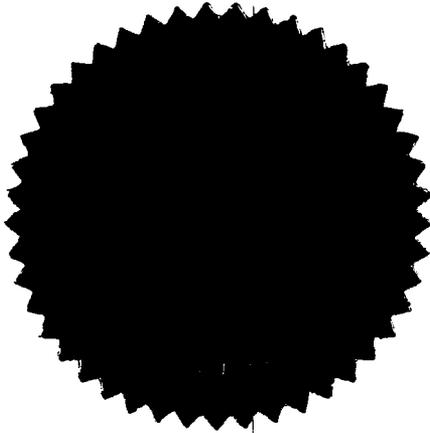
State of New Hampshire, Department of Justice

Date: 1/15/14

State of New Hampshire
Department of State

CERTIFICATE

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



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

A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

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

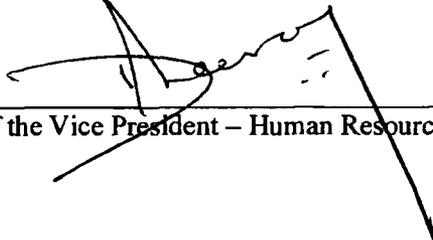
1. I am a duly elected Vice President – Human Resources of NIIT Technologies Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.
(Date given authority)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of JAN 3rd 2014.
(Date Contract Signed)
4. Ritesh Agrawal is the duly elected Controller, of the Corporation.
(Name of Contact Signatory) (Title of Contract Signatory)


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

STATE OF Georgia
County of Fulton

The foregoing instrument was acknowledged before me this 3rd day of January, 2013, by Dheeraj Bhardwaj.
14 (Name of person signing above, Vice President – Human Resources of the Corporation)

(NOTARY SEAL)

Alisa Clinard Munson
Notary Public / Justice of the Peace

Commission Expires: Nov. 5, 2016





139318

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Atlanta Certificate Request PHONE (A/C. No. Ext): 404-923-3700 FAX (A/C. No.): 877-362-9069 E-MAIL ADDRESS: aticertrequest@wellsfargo.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great Northern Insurance Company 20303 INSURER B: Federal Insurance Company 20281 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 7167619 **REVISION NUMBER:** See below

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 NAMED INSURED: NIIT(USA), INC.; NIIT TECHNOLOGIES, INC.; NIIT TECHNOLOGIES LIMITED; NIIT HEALTHCARE TECHNOLOGIES, INC. AND NITT MEDIA TECHNOLOGIES, LLC.

CERTIFICATE HOLDER

State of New Hampshire
 Dept. of Information Technology
 Chief Information Officer
 27 Hazen Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

S. William Rogers
 Commissioner

September 26, 2012

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of the Department of Safety ("DOS"), to exercise a contract renewal option with NIT Technologies (Vendor # 165248) of Atlanta GA, for technical support services for the Municipal Agent Automation Program, in the amount of \$225,000 from \$1,727,630 to \$1,952,630, from December 31, 2013 through June 30, 2014. The original contract was approved by Governor and Executive Council on December 18, 2008 (Item #3) and Amendment One on December 14, 2011, Item #13.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Highway Funds. Funding is available in the following Department of Information Technology accounts, contingent upon continued appropriation for fiscal 2014 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2013	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 - IT Consultants	03230028	\$19,680	
2013	01-03-03-030010-77030000- DoIT- IT for DOS 046-500465 - DOIT-Central IT Services	03230052	\$55,320	
		2013 Subtotal		\$75,000
2014	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 - IT Consultants	03230028	\$150,000	
		2014 Subtotal		\$150,000
		GRAND TOTAL		\$225,000

EXPLANATION

DOS Contract 2009-033, covers support services for the Municipal Agent Automation Project (MAAP) which manages title and registration for motor vehicles. This support includes system maintenance as well as current product enhancements and mandated changes. DOS RFP 2009-033 was issued on September 5, 2008. After consultant interviews with the three responding companies meeting requirements, NIIT Technologies, Inc. was chosen as the best value to the State. Since that date, the NIIT consultants have proven to be an excellent and cost effective resource, offering low cost and high quality software development services. The consulting rate will not increase for the extension period.

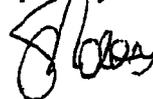
DOS Contract 2009-033, covers support services for the Municipal Agent Automation Project (MAAP) which manages title and registration for motor vehicles. This support includes system maintenance as well as current product enhancements and mandated changes. DOS RFP 2009-033 was issued on September 5, 2008. After consultant interviews with the three responding companies meeting requirements, NIIT Technologies, Inc. was chosen as the best value to the State. Since that date, the NIIT consultants have proven to be an excellent and cost effective resource, offering low cost and high quality software development services. The consulting rate for the amendment was negotiated to remain level for the remainder of SFY 2012, to be reduced by approximately 5% for SFY 2013 and returned to the SFY 2012 level for SFY 2014.

The consultants which are the subject of this amendment will assist the current team in supporting the Municipal Agent Automation Project (MAAP), freeing current MAAP resources to help DMV to define the requirements for integrating further DMV applications into the MAAP Java Unix Environment. These technical consulting resources work closely with DMV personnel to define business requirements, design, write and test programs, and implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes. Examples are EZ-Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations. Since implementing MAAP in July, 2005, the State has relied heavily on consultants to support both MAAP maintenance and enhancement functions. This core registration and titling system (MAAP) supports over 800 users at fifteen State locations as well as over 200 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level.

Due to the shortage of DoIT personnel with the requisite skills necessary to support this critical application and extend other applications requiring similar technologies (VISION), it is imperative that these consultant resources be provided.

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

Respectfully submitted,



S. William Rogers
Commissioner

SWR/dcp
2009-033B
A&E RID # 12832

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

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-033, on December 18, 2008, Item #3 and Amendment One on December 14, 2011, Item #13 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Safety, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$225,000 to bring the total contract price to \$1,952,630.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date from Dec 31, 2013 to June 30, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,727,630 to \$1,952,630.

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

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

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$1,952,630 for the period from the Effective Date through June 30, 2014. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

IT Consultant Services Hourly Rates Table

Position Title	SFY 13	SFY 14
	7/1/12 – 6/30/13	7/1/12 – 6/30/14
Senior Developer	78	82
Junior Developer	68	72

State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 CONTRACT AMENDMENT B

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

2. TOTAL CONTRACT PRICE

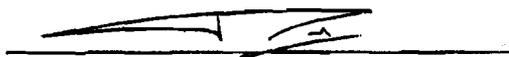
Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,952,630 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Contract 2009-033 – DOS Staff Augmentation Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-033	Original Contract	12/31/2011	\$1,230,540
2009-033 Amendment A	Amendment to Extend Date & Increase Funding	12/31/2013	\$ 497,090
2009-033 Amendment B	Amendment to Extend Date & Increase Funding	6/30/2014	\$ 225,000
	CONTRACT TOTAL		\$1,952,630

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.


 Ritesh Agrawal, Controller
 NIIT Technologies, Inc.

Date: 09/26/12

Corporate Signature Notarized:

STATE OF Georgia

COUNTY OF Cobb

On this the 26th day of September, 2012, before me,
 _____, the undersigned Officer Ritesh Agrawal,
 personally appeared and acknowledged her/himself to be the Controller, of
NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do
 so, executed the foregoing instrument for the purposes therein contained, by signing the name of the
 corporation by her/himself as Controller.

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

Initial all pages
 NIIT Initials

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
CONTRACT AMENDMENT B

Sandra R Pruit

Notary Public/Justice of the Peace

My Commission Expires: 2/12/2013

(SEAL)



State of New Hampshire

S. William Rogers

Date: _____

S. William Rogers, Commissioner
State of New Hampshire
Department of Information Technology

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

[Signature]

Date: 10/4/12

State of New Hampshire, Department of Justice

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

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

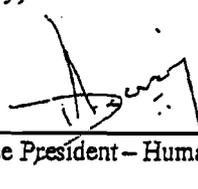
1. I am a duly elected Vice President – Human Resources of NIT Technologies Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.
(Date given authority)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 09-26-2012.
(Date Contract Signed)
4. Ritesh Agrawal is the duly elected Controller of the Corporation.
(Name of Contact Signatory) (Title of Contract Signatory)



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

STATE OF Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 26th day of September, 2012, by Dheeraj Bhardwaj.
(Name of person signing above, Vice President – Human Resources of the Corporation)





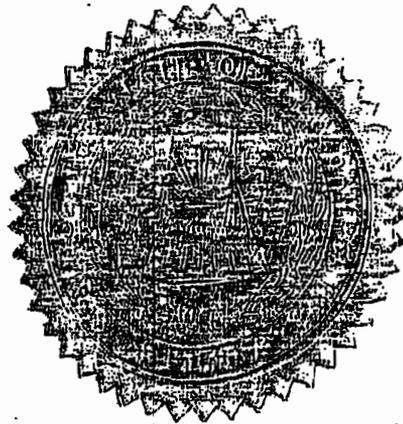
Notary Public / Justice of the Peace

2/12/2013

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of September, A.D. 2012

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

158318

DATE (MM/DD/YYYY)
12/5/2011

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Robin Redfearn	
	PHONE (A/C No. Ext): 404-266-4151	FAX (A/C No.): 404-264-8849
E-MAIL ADDRESS: rredfearn@chubb.com		
INSURER(S) AFFORDING COVERAGE		
INSURER A:	Great Northern Insurance Company	NAIC # 20303
INSURER B:	Federal Insurance Company	20281
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 3595040 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		35862638	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73547354 \$100,000 Limit Hired Phys Damage Comp-\$500 Ded Coll-\$500 Ded	01/01/2012	01/01/2013	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 DED RETENTION \$ 0		79839147	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71725711	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Information Technology Chief Information Officer 27 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

September 26, 2012

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. to extend the end date of the existing contract to provide project development services for MAAP and the VISION Program for the Department of Safety through June 30, 2014, as described below and referenced as DoIT No. 2009-033B.

This contract amendment secures the services of experienced NIIT consultants to temporarily increase staffing to assist during the preparation of the MAAP application for its integration into the VISION project. Upon Governor and Council Approval this amendment increases the contract by \$225,000 from \$1,727,630 to \$1,952,630 and extends the contract ending date by six months from January 1, 2014 through June 30, 2014. This will allow DOS to keep its present two consultants for an additional six months as well as to acquire the services of another NIIT resource for three months.

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

Sincerely,

S. William Rogers

SWR/dcp
DOS 2009-33B
RID 12832

cc: David Perry, DoIT Contracts Manager
Albert Sheldon, DOIT/DOS IT Lead



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

S. William Rogers
 Commissioner

Amendment A
 Approved b&c

November 30, 2011

12/14/11

Item # 13

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03101

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of the Department of Safety ("DOS"), to exercise a contract renewal option with NIIT Technologies (Vendor # 165248) of Atlanta GA, for technical support services for the Municipal Agent Automation Program, in the amount of \$497,090 from \$1,230,540 to \$1,727,630, from January 1, 2012 through December 31, 2013. The original contract was approved by Governor and Executive Council on December 18, 2008 (Item #3).

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Highway Funds. Funding is available in the following Department of Information Technology accounts, contingent upon continued appropriation for fiscal 2014 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT-NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2012	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 - Consultants	03230028	\$68,930	
			2012 Subtotal	\$68,930
2013	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 - Consultants	03230028	\$280,320	
			2013 Subtotal	\$280,320
2014	01-03-03-030010-76230000- DoIT- IT for DOS 046-500465 - Consultants	03230028	\$147,840	
			2014 Subtotal	\$147,840
	Encumbrance: 101053		GRAND TOTAL	\$497,090

EXPLANATION

DOS Contract 2009-033, covers support services for the Municipal Agent Automation Project (MAAP) which manages title and registration for motor vehicles. This support includes system maintenance as well as current product enhancements and mandated changes. The consulting rate for the amendment was negotiated to remain level for the remainder of SFY 2012, to be reduced by approximately 5% for SFY 2013 and returned to the SFY 2012 level for SFY 2014.

His Excellency, Governor John Lynch
and the Honorable Executive Council

Page 2

November 30, 2011

The consultants which are the subject of this amendment will assist the current team in supporting the Municipal Agent Automation Project (MAAP), freeing current MAAP resources to help DMV to define the requirements for integrating further DMV applications into the MAAP Java Unix Environment. These technical consulting resources work closely with DMV personnel to define business requirements, design, write and test programs, and implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes. Examples are EZ-Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations. Since implementing MAAP in July, 2005 the State has relied heavily on consultants to support both MAAP maintenance and enhancement functions. This core registration and titling system (MAAP) supports over 800 users at fifteen State locations as well as over 200 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level.

Due to the shortage of DoIT personnel with the requisite skills necessary to support this critical application and extend other applications requiring similar technologies (VISION), it is imperative that these consultant resources be provided.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DoIT for this contract is 100% Highway Funds.

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

Respectfully submitted,



S. William Rogers

SWR/dcp
2009-033A
A&E RID #11960

CC: Rick Sheldon
David Perry

State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-033, on December 18, 2008, Item #3 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the the Department of Safety, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$497,090 to bring the total contract price to \$1,727,630.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date to December 31, 2013.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,230,540 to \$1,727,630.

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

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

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$1,727,630 for the period from the Effective Date through December 31, 2013. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

IT Consultant Services Hourly Rates Table

Position Title	SFY 12	SFY 13	SFY 14
	1/1/12 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 12/31/13
Senior Developer	82	78	82
Junior Developer	72	68	72

State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 Staff Augmentation Contract
 CONTRACT AMENDMENT A

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

2. TOTAL CONTRACT PRICE

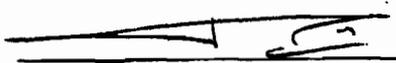
Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,727,630 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Cont. act 2009-033A – DOS Staff Augmentation Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT DESCRIPTION	END DATE	CONTRACT AMOUNT
2009-033	Original Contract	12/31/2011	\$1,230,540
2009-033 Amendment A	Amendment to Increase Funding	12/31/2013	\$ 497,090
	TOTAL CONTRACT AMOUNT		\$1,727,630

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.



 Ritesh Agrawal, Controller
 NIIT Technologies, Inc.

Date: 11/14/11

Corporate Signature Notarized:
 STATE OF Georgia
 COUNTY OF Cobb

On this the 14th day of Nov, 2011, before me,
Ritesh Agrawal, the undersigned Officer _____,
 personally appeared and acknowledged her/himself to be the Controller
 of NIIT Technologies, Inc., a corporation, and that she/he, as such
Officer being authorized to do so, executed the foregoing instrument for
 the purposes therein contained, by signing the name of the corporation by her/himself as
Controller.

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

State of New Hampshire
Department of Information Technology
Department of Safety Staff Augmentation
RFP 2009-033
Staff Augmentation Contract
CONTRACT AMENDMENT A

Sandra R. Pruitt
Notary Public/Justice of the Peace

My Commission Expires: 2/12/2013

(SEAL)



State of New Hampshire

S. William Rogers
S. William Rogers, Commissioner
State of New Hampshire
Department of Information Technology

Date: 11/18/11

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

Mike Brun
State of New Hampshire, Department of Justice

Date: 11/22/11

CERTIFICATE OF AUTHORITY/VOTE

(Corporation with Notary Seal)

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

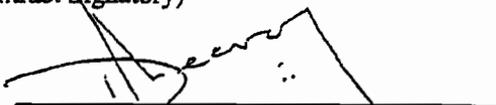
1. I am a duly elected Vice President – Human Resources of NIT Technologies Inc.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.
(Date given authority)

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

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

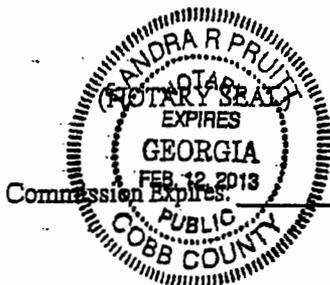
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 11/14/2011.
(Date Contract Signed)
4. Ritesh Agrawal is the duly elected Controller of the Corporation.
(Name of Contact Signatory) (Title of Contract Signatory)


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

STATE OF Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 14th day of Nov, 2011, by DHEERAJ BHARDWAJ.
(Name of person signing above, VP- HR of the Corporation)



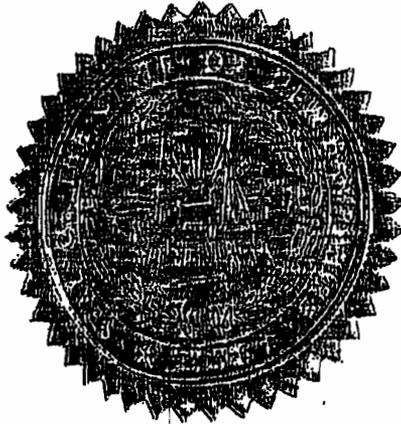

Notary Public / Justice of the Peace

2/12/2013

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of November, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

138318

DATE (MM/DD/YYYY)
11/10/2011

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Robin Redfern	
	PHONE (A/C No. Ext.): 404-266-4151	FAX (A/C No.): 404-264-6849
	E-MAIL ADDRESS: rredfern@chubb.com	
INSURED NIIT (USA), INC. 1050 Crown Points Parkway Suite 500 Atlanta GA 30338	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Graal Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 352,457** **REVISION NUMBER: See below**

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

INBR LTR	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		35862638	09/01/2010	01/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73547354 \$100,000 Limit Hired Phys Damage Comp-\$500 Ded Coll-\$500 Ded	9/1/2010	01/01/2012	COMBINED SINGLE LIMIT (Per 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 DED RETENTION \$		79839147	9/1/2010	01/01/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71725711	9/1/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

State of New Hampshire
 Dept. of Information Technology
 Chief Information Officer
 27 Hazen Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

S. William Rogers
Commissioner

November 17 2011

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a Contract Amendment with the NIIT Technologies (NIIT) as described below and referenced as OIT No. 2009-033A.

This contract is to secure the services of NIIT consultants to define business requirements, design, write, test and implement programs that support software changes, necessary due to legislative mandates as well as the achievement of efficiencies to streamline business processes for the Department of Safety, Division of Motor Vehicles (DMV) applications such as the Municipal Agent Automation Project. The contract amendment will be effective upon Governor and Executive Council approval and extend through June 30, 2013. This contract amendment increases the current contract by a total of \$497,090, from \$1,230,540 to a new Contract value of \$1,727,630.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. William Rogers".

S. William Rogers

SWR/dcp
DOS 2009-033A

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





STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-223-5703 1-800-852-3345
Fax: 603-271-1516 TDD Access: 1-800-735-2964

*HISTORICAL DOES
ORIGINAL G+C APPROVAL
DEC 18 2008 ITM # 3*

Richard C. Bailey, Jr.
Chief Information Officer

December 4, 2008

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (OIT), for the benefit of the Department of Safety Division of Motor Vehicles (DOS DMV), to enter into a contract with NIIT Technologies, Inc., 1050 Crown Pointe Parkway, Suite 500, Atlanta, GA (Vendor Code 136614), to provide Java development services for the Department of Motor Vehicles support programs in the amount of \$1,230,540 from January 2, 2009 through December 31, 2011. 100% Other (Agency Class 027) funds: The Agency Class 027 used by the New Hampshire Department of Safety to reimburse OIT is 100% Highway funded.

Funding is available in Account Agency Software Division as follows with the authority to adjust encumbrances in each of State fiscal years through the Budget Office if needed and justified, contingent upon continued appropriation for SFY 10, SFY 11, and SFY 12.

Funding Source	FY09	FY10	FY11	FY12	Total
010-003-1660-0300-046-0465 Job # 03230028	\$209,100	\$393,600	\$410,880	\$216,960	\$1,230,540

EXPLANATION

These technical consulting resources work closely with DOS DMV personnel to define business requirements, design, write and test programs, and implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes. Examples are E-Z Pass legislation that affects automobile registration renewals, new automobile registrations with enhanced information and a bar code used by law enforcement personnel, and enhanced boat registrations.

DOS RFP 2009-033 MAAP Staff Augmentation, asking for technical consulting services for system maintenance as well as current product enhancements, was issued on September 5, 2008. Five responses were submitted but only three satisfied the requirements of the RFP. After consultant interviews with the three companies meeting requirements, NIIT Technologies, Inc. was chosen as the best value to the State. With the implementation of this contract the cost of the consultants currently providing this service for DoIT will decrease by approximately \$60 per hour each.

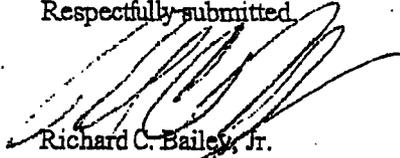
His Excellency, Governor John Lynch
and the Honorable Executive Council
September 4, 2008
Page 2

Since implementing the Municipal Agent Automation Project (MAAP) in July, 2005 the State has relied heavily on consultants to support both MAAP system maintenance and enhancement functions. This core registration and titling system supports over 800 users at fifteen State locations as well as over 200 municipalities throughout New Hampshire. MAAP is also utilized by law enforcement personnel at the local, county, state, and national level. Due to the shortage of DoIT personnel with the requisite skills necessary to support this critical application and convert other Division of Motor Vehicles applications requiring similar technologies, it is imperative that these consultant resources be acquired.

MAAP replaces the existing, difficult to maintain, twenty year-old legacy vehicle registration and titling system. The new system provides advanced transaction capability and an interface to locally run motor vehicle transaction systems. It must also be upgraded to provide other state-of-the-art interfaces to other criminal justice systems such as J-ONE, the State's integrated criminal justice system. NIIT staff will work alongside OIT staff to install software maintenance updates and work on a waiting list of enhancements defined for the MAAP system.

It is requested that approval of this action be given as detailed.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RCB/dcp
RID 7731
RFP 2009-033

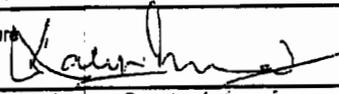
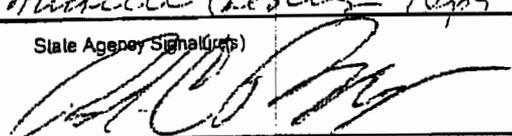
cc: Dennis Roffman
Leslie Mason, IT Manager

State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 Staff Augmentation Contract

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 29 Hazen Drive Concord NH	
1.3 Contractor Name NIT Technologies Inc.		1.4 Contractor Address 1050 Crown Pointe Parkwy, Suite 500 Atlanta, GA 30338	
1.5 Account No. 010-003-1660-0300-046-0465 9915000 Job#0323002R BL18850	1.6 Completion Date December 31, 2011	1.7 Audit Date N/A	1.8 Price Limitation \$1,230,540
1.9 Contracting Officer for State Agency Richard C. Bailey Jr.		1.10 State Agency Telephone Number 603 271-1077	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor LAXIT KUMAR	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Gwinnett</u> On <u>20th November 2008</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactory evidence be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [See] <u>Michelle Chesley</u>			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Michelle Chesley Ops Mgr</u>			
1.14 State Agency Signor(s) 		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey, Jr. CIO	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: <u>[Signature]</u> Director, On: <u>12/3/08</u>			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> Assistant Attorney General, On: <u>12/2/08</u>			
1.18 Approval by the Governor and Council By: _____ On: _____			



State of New Hampshire
 Department of Information Technology
 Department of Safety Staff Augmentation
 RFP 2009-033
 Staff Augmentation Contract
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TERMS AND DEFINITIONS

Acceptance	A notice from the State to NIIT that, as applicable, a Deliverable has been satisfied.
Agency	Agency of the State.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions. www.sba.gov/gcbd/glossary.htm
Certification	NIIT's written declaration with full supporting and written documentation (consultant vita, credentials and skills called for by RFP Exhibit C) that the Contractor has proposed consultant personnel and certified their readiness to begin work on the project.
Change Order	The document used to propose and accept changes to the Work Plan
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and NIIT. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the RFP. (Contractor's address info)
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.
Cure Period	A thirty (30) day period during which a Contractor must correct a default in a Contract deliverable after receiving written notification from the State.
DAS	Department of Administrative Services
Data	State's records, files, forms, data and other documents or information that will be converted by Vendor for

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	processing
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	<p>A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of the System document:</p> <ul style="list-style-type: none"> • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect - Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect - Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
Deliverable	A deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, or consultant personnel), provided by Vendor to the State or under the terms of a contract requirement.
Department	Agency of the State
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
Extended Term	Period of the Contract from the end of the initial Contract date through the end date of the new period set by the Contract amendment.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Non-Exclusive Contract	A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the

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	product or service
Normal Business Hours	8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed	The State Contract Manager's direction to the Contracted Vendor to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	Qualifications, skills and experience according to Exhibit C of RFP which consultants must possess.
State	The State of New Hampshire, acting through the Department of Information Technology.
State's Confidential Information	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st

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	through June 30 th of the following calendar year.
State-Owned Documents	All documents, State Data, materials, reports, and other work in progress relating to the Contract.
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, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
TERM	Period of the Contract from the Effective Date through December 31, 2011
Vendor	A Contractor submitting a Proposal to provide IT Consulting services in response to this RFP
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.
Work for Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.

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

RECITALS

The State issued a Request for Proposal 2009-033 to procure staff augmentation for technical applications development services in support of the maintenance and current product enhancement requirements for the Department of Information Technology.

NIIT submitted a Proposal in response to RFP 2009-033 to provide the staff augmentation for the State, with associated Services.

The parties agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- a. Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D RFP 2009-033, dated 09-05-08, with Addenda 1 and 2 incorporated
- f. Exhibit E The NIIT Proposal Reference to RFP 2009-033
- g. Exhibit F Certificates and Attachments
- h. Attachment 1 The Contractor Certificate of Vote
- i. Attachment 2 The Contractor Certificate of Authority
- j. Attachment 3 The Contractor Certificate of Insurance

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in RFP Section G-4 and the *General Contract Requirements*, as stated in the RFP Section 6.
- b. State of New Hampshire, Department of Information Technology Contract 2009-033;
- c. RFP 2009-033 MAAP Staff Augmentation, dated 09-05-08, with Addenda 1 and 2 incorporated; then
- d. NIIT's Proposal to RFP 2009-033, dated October 18, 2008 and
- e. The IT Project Required Work Procedures, RFP Section G-2

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1.3 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, NOT TO EXCEED ("NTE") Contract with price and term limitations as set forth in the Contract.

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

1.4 Not to Exceed Contract Price

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$1,230,540.

2. CONTRACT TERM

2.1 Term

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

The Contract will begin on the Effective Date and extend through December 31, 2011. The Term may be extended, ("Extended Term") at the sole option of the State, subject to the parties written agreement on applicable fees for each extended term, up to but not beyond December 31, 2013.

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

Time is of the essence in the performance of NIIT's obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

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4.1 NIIT Contract Manager

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

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

4.2 NIIT Key Project Staff

4.2.1 NIIT shall assign "Key Project Staff" who meet the requirements of the Contract, including but not limited to, the requirements set forth in RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*. The State may conduct reference and background checks on NIIT Key Project Staff. The State reserves the right to require removal or reassignment of NIIT Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Contract Section 4.9: *Background Checks*.

4.2.2 NIIT shall not change any NIIT Key Project Staff commitments without providing the State written justification and obtaining prior written approval of the State. State approvals for replacement of NIIT Key Project Staff will not be unreasonably withheld. The replacement NIIT Key Project Staff shall have comparable or greater skills than the NIIT Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*; and be subject to reference and background checks described above in Contract Section 4.2.1 and in Contract Section 4.9: *Background Checks*.

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

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

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

Key Members of NIIT's Team are:

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<u>NIIT's Team - Key Member(s)</u>	<u>Title</u>
Deepak Pant	Senior Developer
Amit Savant	Junior Developer
Jitin Sood	Junior Developer

4.3 State Contract Manager

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

Albert F. Sheldon, IT Lead
Department of Information Technology
33 Hazen Drive
Concord, NH 03305
TEL: (603) 271-1077
FAX: (603) 271-5534
EMAIL: albert.sheldon@safety.state.nh.us

4.4 State Project Manager

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

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

The State Project Manager is:

Albert F. Sheldon., IT Lead
Department of Information Technology
33 Hazen Drive
Concord, NH 03305
TEL: (603) 271-1077
FAX: (603) 271-5534
EMAIL: albert.sheldon@DoIT.nh.gov

4.5 Work Hours

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

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4.6 State Meetings and Reports

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

4.7 State-Owned Documents and Data

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

4.8 Records Retention and Access Requirements

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term or six (6) year term following litigation. NIIT shall include the record retention and review requirements of this section in any of its subcontracts.

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

4.9 Accounting Requirements

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

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4.10 Background Checks

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

5. DELIVERABLES

NIIT shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the Vendor Proposal Response, Section IV: *Corporate Qualifications* to State of NH Request for Proposal (RFP) 2009-033 fulfilling the Requirements stated in the RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager as required under the Contract Documents.

6. WARRANTY

6.1 Services

NIIT shall warrant all Services provided in the Contract Documents. All Services shall meet, and be performed, in an expeditious and professional manner, in accordance with the Specifications listed in the RFP Appendix C: *Requirements and Deliverables*, Section 6: *General Contract Requirements*, and RFP Appendix G: *General Standards and Requirements*.

6.2 Personnel

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

6.3 Warranty Period

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

7. INTELLECTUAL PROPERTY

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

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

8. WORK FOR HIRE *AS 12/4/08*

The State shall own all right, title and interest in and to any software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain

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copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise..

9. USE OF STATE'S INFORMATION, CONFIDENTIALITY

9.1 Use of State's Information

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

9.2 State Confidential Information

NIIT shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to NIIT in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require prior written approval of the State. NIIT shall immediately notify the State if any request, subpoena or other legal process is served upon NIIT regarding the State Confidential Information, and NIIT shall cooperate with the State in any effort it undertakes to contest the request, subpoena or other legal process at no additional cost to the State. In the event of unauthorized release of the State Confidential Information, NIIT shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

9.3 NIIT Confidential Information

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

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9.4 Survival

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

10. GENERAL PROVISIONS

10.1 Conditional Nature of Contract

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

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

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

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

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

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

10.3 Regulatory/Government Approvals

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

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10.4 Access/Cooperation

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

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

10.5 Personnel

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

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

10.5.3 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

10.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Consultant	Albert F. Shekion, Project Manager	5 Business Days
First	Anand Jacob Cherian, VP	Peter Hastings, Director ASD	10 Business Days
Second	Lalit Dhingra,	Richard C. Bailey Jr.	15 Business Days

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President	(CIO)
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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

10.7 Termination

10.7.1 Termination for Default

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

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

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

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

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

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

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

10.8 Termination for Convenience

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

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

10.9 Termination for Conflict of Interest

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

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

10.10 Termination Procedure

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities, and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of NIIT and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that NIIT has surrendered to the State all said property.

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10.11 Force Majeure

Neither NIIT nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include NIIT's inability to hire or provide personnel needed for NIIT's performance under the Contract.

10.12 NIIT's Relation to the State

In the performance of the Contract, NIIT is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither NIIT nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

10.12.1 Assignment, Delegation and Subcontracts

NIIT shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld.

10.12.2 NIIT shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve NIIT of any of its obligations under the Contract; not affect any remedies available to the State against NIIT that may arise from any event of default; and the State will consider NIIT to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

10.13 Indemnification

10.13.1 General

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

10.13.2 State's Immunity

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

10.13.3 Survival

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

10.14 Limitation of Liability

10.14.1 State

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

10.14.2 The Contractor

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

Notwithstanding the foregoing, the limitation of liability in this Contract Section 10.14.2 shall not apply NIIT's indemnification obligations set forth in Contract Section 10.13: *Indemnification* and confidentiality obligations in Contract Section 9: *Use of State's Information, Confidentiality*, which shall be unlimited.

10.14.3 State's Immunity

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

10.14.4 Survival

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

10.15 Insurance

10.15.1 NIIT Insurance Requirement

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

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

10.16 Waiver of Event of Default

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

10.17 Notice

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

TO THE CONTRACTOR:

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

TO STATE:

Albert F Sheldon, IT Lead
Department of Information Technology
33 Hazen Drive, Concord, NH 03305
Tel: (603) 271-1077

10.18 Amendment

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

10.19 Construction of Contract and Terms

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

10.20 Third Parties

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

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10.21 Headings

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

10.22 Exhibits

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

10.23 Survival

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

10.24 Entire Contract

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

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 Staff Augmentation Contract
 Exhibit A – Contract Deliverables

1. INTRODUCTION

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

The Deliverable is fully qualified IT Consultant personnel with knowledge and experience as declared in NIIT's Proposal response to RFP 2009-033, RFP Appendix E, and RFP Section E-2: *Candidates for Vendor IT Consultant Staff Roles*, dated October 14, 2008. NIIT verifies that the IT Consultant personnel are capable of fulfilling the Requirements stated in RFP Appendix C, Section C-1: *Requirements* and detailed on the table below, and that they will be working on site for full business days on projects as directed by the State Project Manager.

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

2. DELIVERABLE REQUIREMENTS

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

Requirement	Met	Not Met
Requirements for Senior Developer	Met	Not Met
System Specific Consultant Requirements	X	
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	

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Exhibit A – Contract Deliverables

Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA	X	
J2EE/JAVA EE	X	
Enterprise JavaBeans 2.1 and 3.0	X	
Servlets	X	
STRUTS 1.2	X	
JSP Components	X	
IBM WebSphere	X	
Oracle DBMS	X	
HTML	X	
XML	X	
Javascript	X	
Oracle Stored procedures, triggers, functions	X	
UML	X	
UNIX	X	
Rational Tools (RSA, Clearcase, ClearQuest, Performance Tester)	X	
Jasper/ Business Objects –Crystal Reports	X	
WebSphere Portal		X
ESB/SOA		X
General System Development Abilities		
Requirements development	X	
Logical design development	X	
Physical design and unit testing	X	
System Testing	X	
User Acceptance Testing	X	
Documentation	X	
System implementation	X	
Performance Testing and Tuning	X	
Business process analysis and improvement	X	
Data conversion and migration	X	

2009-033 Staff Augmentation Contract Exhibit A Contract Deliverables

Initial All Pages:

NIIT's Initials *NI*

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 Exhibit A -- Contract Deliverables

Development of in and out-bound interfaces	X	
Integration Services	X	

Requirements for Junior Developer	Met	Not Met
System Specific Consultant Requirements		
Thorough understanding of technologies and tools used in MAAP application	X	
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	X	
Provide bug fixes with the current MAAP application as directed	X	
Provide thorough documentation for the new feature enhancements consistent with existing documentation	X	
Provide training materials and conduct training on the new enhancements	X	
Provide skill mentoring to IT personnel	X	
Conduct thorough knowledge transfer to State IT resources	X	
Ability to do effective code reviews of other developers	X	
Ability to quickly master new skills	X	
MAAP Application Specific Technical Skills		
JAVA	X	
J2EE/JAVA EE	X	
Enterprise JavaBeans 2.1 and 3.0	X	
Servlets	X	
STRUTS 1.2	X	
JSP Components	X	
IBM WebSphere		X
Oracle DBMS	X	
HTML	X	
XML	X	
Javascript	X	
Oracle Stored procedures, triggers, functions	X	
UML	X	

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Exhibit B – Price and Payment Schedule

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$1,230,540 for the period from the Effective Date through December 31, 2011. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

IT Consultant Services Hourly Rates Table

Position Title	SFY 09	SFY 10	SFY 11	SFY 12
Senior Developer	75	75	78	82
Junior Developer	65	65	68	72

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,230,540 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

3. INVOICING

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

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

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify NIIT of the alleged error prior to the due date of such payment. The State and NIIT agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to NIIT. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

2009-033 Staff Augmentation Contract Exhibit B Price and Payment Schedule

Initial All Pages:

NIIT's Initials

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**State of New Hampshire
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RFP 2009-033
Staff Augmentation Contract
Exhibit B – Price and Payment Schedule**

NIIT Technologies Inc.
1050 Crown Pointe Parkway, Suite 500
Atlanta, GA 30338

5. OVERPAYMENTS

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

6. CREDITS

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

7. RIGHT TO OFFSET

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

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Exhibit C
Special Provisions

1. Special Provisions
There are no special provisions

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Exhibit C
Special Provisions

1. Special Provisions

1.1 Statement of Work Paragraph 13.13.1: *CPI Insurance Requirement* item a. which reads:

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

is changed to read:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and \$2,000,000 in aggregate; and

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Contract Exhibit D
RFP

RFP 2009-033, dated 09-05-08, with Addenda 1 and 2 incorporated is hereby included by reference

2009-033 Staff Augmentation Contract Exhibit D RFP

Initial All Pages:

NIIT's Initials

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RFP 2009-033
Exhibit F
Certificates and Attachments

1. Certificates and Attachments

Included are:

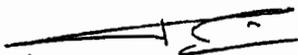
- A. The Contractor Certificate of Vote/Authority.
- B. The Contractor Certificate of Good Standing
- C. The Contractor Certificate of Insurance

CERTIFICATE

I, Ritesh Agrawal do hereby represent and certify that:

- (1) I am Secretary and Controller of NIIT Technologies Inc., an Georgia corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) As per Bylaws of the Corporation adopted by the Board of Directors on March 17th, 2004, signatures of a President of this Corporation affixed to any contract, instrument or document related to the business of the Corporation shall bind the corporation to the terms and conditions of said contract, instrument or document.
- (5) Lalit Kumar continues to hold the office of the President and Director of the Corporation. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and Controller of the Corporation. 4th December, 2008.



Ritesh Agrawal, Secretary and Controller

STATE OF Georgia
COUNTY OF Dekalb

On this the 4th day of December, 2008, before me, Ritesh Agrawal, personally appeared and acknowledged her/himself to be the Secretary and Controller of NIIT Technologies Inc., a Georgia corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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



Notary Public/Justice of the Peace

My Commission Expires:

July 10, 2010

