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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

August 25, 2016

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 Safety (DOS), Division of State Police, to enter into a **sole source** contract amendment with NIIT Technologies (Vendor # 165248-B001) of Atlanta, GA in the amount of \$200,000.00, increasing the total contract price from \$474,000.00 to \$674,000.00, for technical support services for the replacement of the Criminal History Registry and Sex Offender Registry Systems. The original contract was approved by Governor and Council on December 16, 2015, item #86. Effective upon Governor and Executive Council approval through June 30, 2018. Funding source: 100% Federal Funds.

Funding is available in the following account.

02-23-23-234010-45650000	Department of Safety -- Div. of State Police -- J-ONE Earmark	<u>SFY2017</u>
046-500465	Consultants -- IT Consul-Non-Benefit	\$200,000.00

Explanation

This contract amendment is **sole source** as the amended amount is greater than 10% of the original contract amount. This amendment will provide for the continuation of four consultants to complete the replacement of the Criminal Records Registry and Sex Offender Registry applications. This additional staff is needed due to state resource constraints. The contract includes system development as well as current product enhancements and upgrades. During SFY 2017, the consultant staff will return to normal staffing levels.

The NIIT technical consulting resources have worked closely with Division of Motor Vehicles and State Police personnel, the courts on J-One project, and local municipalities to implement MAAP, eCitation, and Crash Records Management System in order 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.

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

The technical consulting resources under this contract are currently working with DOS, DOIT, and J-ONE personnel to write coding and testing programs and to implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes (e.g., as in the J-ONE project that affects DOS, State Police, and the Courts with enhanced informaiton).

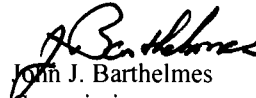
The following information is provided in accordance with the comptroller's instructional memorandum dated September 12, 1981.

- 1) *List of personnel involved:* Four IT Engineers

- 2) *Nature, Need and Duration:* Consultants with technical expertise are needed to assist in designing, developing and enhancing the Criminal History and Sex Offender Registry applications portion of the J-ONE program. These consultants have specific expertise in designing, developing, and enhancing the CHR/SOR applications.
- 3) *Relationship to existing agency programs:* The Criminal Records and Sex Offender Registry projects are part of the larger effort called J-ONE, which is a multi-phased effort to electronically connect the different levels (State, county and local) and components (law enforcement, prosecutorial, courts and corrections) together to enhance efficiency and effectiveness in the system as a whole.
- 4) *Has a similar program been requested of the legislature and denied?* No.
- 5) *Why wasn't funding included in the agency's budget request?* The level of assistance that is required was not anticipated at the time that the project was planned. Without the technical assistance, replacing CHR/SOR applications will be slowed or impossible.
- 6) *Can portions of the grant funds be utilized?* Yes, but the pace of the project will be impacted and may not be completed if assistance is not available.
- 7) *Estimate the funds required to continue this position:* The amount required for these consultants is \$200,000.00 as once the applications are rewritten and replaced, the consultants will no longer be needed.

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

Respectfully submitted,


John J. Barthelmes
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

August 11, 2016

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 NIIT for the Criminal History Record (CHR) Information System and the Sex Offender Repository (SOR) as described below and referenced as DoIT No. 2015-116A.

The purpose of this amendment is for the DOS CHR/SOR Replacement to support the J-one Project. The project will replace the legacy Criminal Records Repository and Sexual Offender Repository applications and provide enhancements to both those applications. The contract amendment includes funding for \$200,000 to bring the total contract price from \$474,000 to \$674,000, effective on the date of Governor and Council approval through June 30, 2018.

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 black ink, appearing to read "Denis Goulet", with a large, stylized flourish at the end.

Denis Goulet

DG/mh
DOS 2015-116A

**State of New Hampshire
Department of Safety CHR/SOR Contract
CONTRACT 2015-116
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2015-116, on December 16, 2015, Item # 86 (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 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 \$200,000 to bring the total contract price from \$474,000 to \$674,000.

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 Contract Agreement - General Provisions by increasing the Price Limitation from \$474,000 to \$674,000.
2. Amend Section 1.2 of the Payment Schedule of the Agreement by increasing the Price Limitation from \$474,000 to \$674,000. This will accommodate the use of four (4) additional vendor staff needed due to state resource constrains.

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

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

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$674,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

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

Table 2 Contract 2015-116 – DOS CHR/SOR Replacement Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2015-116	Original Contract	6/30/2018	\$474,000
2015-116 Amendment A	Amendment to Increase Funding only	6/30/2018	\$200,000
	CONTRACT TOTAL		\$674,000

State of New Hampshire
Department of Safety CHR/SOR Replacement
CONTRACT 2015-116
CONTRACT AMENDMENT A

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: 08/09/2016

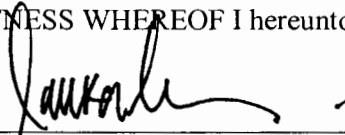
Corporate Signature Notarized:

STATE OF GEORGIA

COUNTY OF Spalding

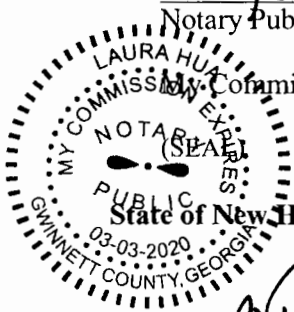
On this the 9th day of August, 2016, before me, Ritesh Agrawal, the undersigned Officer _____, personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

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



Notary Public/Justice of the Peace

My Commission Expires: 03/15/2020



State of New Hampshire



John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 8/25/16

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



State of New Hampshire, Department of Justice

Date: 8/31/16

CERTIFICATE OF AUTHORITY/VOTE

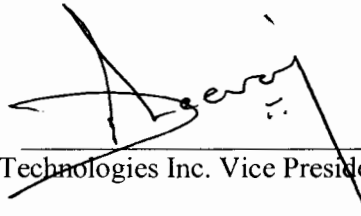
I, Dheeraj Bhardwaj, do hereby certify that:

1. I am a duly elected Vice President – Human Resources of NIIT Technologies Inc.
2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

RESOLVED: That the Controller and Secretary,

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

3. Ritesh Agrawal is the duly elected Controller and Secretary, of the Corporation. He took this position on April 1st, 2005.
4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Controller and Secretary as of 08/09/2016.



NIIT Technologies Inc. Vice President – Human Resources

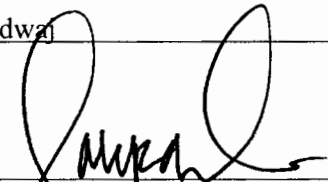
STATE OF Georgia

County of Brunswick

The foregoing instrument was acknowledged before me this 9th day of

August 2016, by Dheeraj Bhardwaj





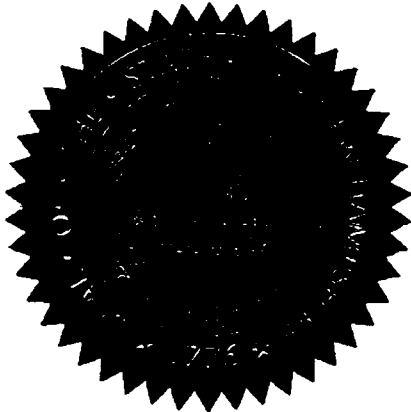
Notary Public / Justice of the Peace

Commission Expires: 3/3/2020

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June, A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

CC #86
12-16-2015

November 12, 2015

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

Requested Action

Authorize the Department of Safety, Division of State Police, to retroactively enter into a contract with NIIT Technologies (VC# 165248-B001), 1050 Crown Pointe Parkway, #500, Atlanta, GA 30338, in the amount of \$474,000.00 for the purpose of replacing the legacy Criminal History Records Registry and Sexual Offender Registry with up-to-date functioning software. Effective upon Governor and Executive Council approval for the period from May 1, 2015, through March 31, 2018, with an option to renew for two additional years. Funding source: 100% Federal Funds.

Funding is available in the SFY2016 operating budget and contingent upon availability and continued appropriations in SFY2017 and SFY2018 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-45650000 Dept. of Safety – Div. of State Police – J-ONE Earmark
046-500465 Consultants – IT Consul-Non-Benefit
23JN04PR

SFY2016
\$474,000.00

Explanation

This request is retroactive due to administrative delays in processing changes to required documentation along with unanticipated additional internal reviews. This contract will provide for four consultants to replace the Criminal Records Registry (CHR) and the Sex Offender Registry (SOR) applications and to make necessary enhancements, interfaces, and upgrades to ensure these new registries are compatible with all pertinent J-ONE interfacing applications. The Criminal Records and Sex Offender Registry projects are part of the larger effort called J-ONE, which is a multi-phased effort to electronically connect the different levels (State, county and local) and components (law enforcement, prosecutorial, courts, and corrections) together to enhance efficiency and effectiveness in the system as a whole. This project will also enhance safety for both the public and those serving the public by ensuring that the data that already traverses the system is available in a timely and accessible manner.

In the past, the NIIT technical consulting resources have worked closely with Division of Motor Vehicles and State Police personnel, the courts on the J-One project, and local municipalities to implement MAAP, eCitation and the Crash Records Management System. Under this contract, the NIIT technical consultants will work closely with the Department of Safety (DOS), Department of Information Technology (DOIT), and J-ONE personnel to define business requirements; design, write and test programs; and implement programs that support software changes necessary due to legislative mandated changes as well as efficiencies to streamline business processes (e.g., as in the J-ONE project that affects DOS, State Police, and the Courts with enhanced information).

A Request for Proposal, DOS RFP 2015-116, DOS J-ONE CHR/SOR Replacement, was issued per State purchasing requirements asking for technical consulting services for CHR/SOR replacement. Responses were received from Appriss, Inc. and NIIT Technologies, Inc. The bids were evaluated on cost per hour for the consultants, the consultants' qualifications and


experience, and the company's viability. The evaluators were the Project Manager for the J-ONE project, the IT Manager for DOS, and the IT Lead for DOS.

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

- 1) *List of personnel involved:* Four IT engineers
- 2) *Nature, Need and Duration:* Persons with technical expertise are needed to assist in designing, developing, and enhancing the Criminal History and Sex Offender Registry applications portion of the J-ONE program. These persons will have specific expertise in designing, developing, and enhancing the CHR/SOR applications. It is anticipated to be completed within three years.
- 3) *Relationship to existing agency programs:* The Criminal Records and Sex Offender Registry projects are part of the larger effort called J-ONE, which is a multi-phased effort to electronically connect the different levels (i.e., State, county, and local) and components (i.e., law enforcement, prosecutorial, courts, and corrections) together to enhance efficiency and effectiveness in the system as a whole.
- 4) *Has a similar program been requested of the legislature and denied?* No.
- 5) *Why wasn't funding included in the agency's budget request?* The level of assistance that is required was not anticipated at the time that the project was planned. Without the technical assistance, replacing CHR/SOR applications will be slowed or impossible.
- 6) *Can portions of the grant funds be utilized?* Yes, but the pace of the project will be impacted and may not be completed if assistance is not available.
- 7) *Estimate the funds required to continue this position:* Once the applications are rewritten and replaced, the positions will no longer be needed.

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

Respectfully submitted,


John J. Barthelmes
Commissioner



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

Denis Goulet
Commissioner

July 14, 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 enter into a contract with NIIT Technologies (NIIT), as described below and referenced as DoIT No. 2015-116.

The purpose of this contract is to replace the legacy Criminal Records Repository and the Sexual Offender Repository with more modern functioning software and take advantage of newer graphical user interfaces, file exchange formats, report writing and database technologies. The cost of this project is not to exceed \$474,000. The contract term is from Governor and Executive Council Approval through March 31, 2018.

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 black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/dcp
DOS 2015-116

cc: David Perry, Contracts Manager, DoIT

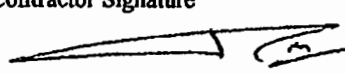
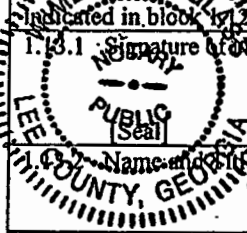
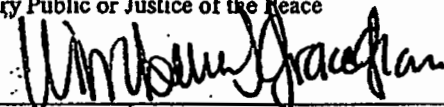
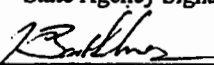
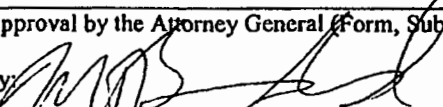
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies, Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, #500, Atlanta, GA 30338	
1.5 Contractor Phone Number 770-290-6038	1.6 Account Number 02-23-23-234010-45650000 and 23JN04PR	1.7 Completion Date 31 March 2018	1.8 Price Limitation \$474,000
1.9 Contracting Officer for State Agency Elizabeth Bielecki <i>Kevin O'BRIEN</i>		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	
1.13 Acknowledgement: State of <i>Georgia</i> , County of <i>DeKalb</i> On <i>11/13/15</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to 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  			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Wimberly Glass</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>John Bartholmes - Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>11/18/15</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

Contractor Initials

Date 7/10/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

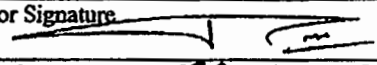
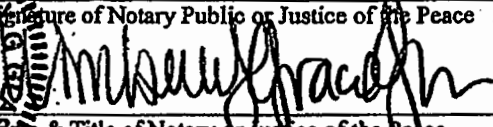
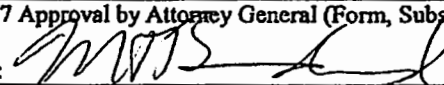
Contractor Initials _____

Date 7/10/15

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies, Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, #500, Atlanta, GA 30338	
1.5 Contractor Phone Number 501-701-6562	1.6 Account Number 02-23-23- 234010- 45650000 and 23JN04PR	1.7 Completion Date 31 March 2018	1.8 Price Limitation \$474,000
1.9 Contracting Officer for State Agency Elizabeth Dzielicki Kevin O'BRIEN		1.10 State Agency Telephone Number 223-8020	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Ritesh Agrawal, Secretary and Controller	
1.13 Acknowledgement: State of GA , County of DeKalb 10/28/15 , before the undersigned officer, personally appeared the person identified in block 1.12 or was was duly proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 State & Title of Notary or Justice of the Peace Kimberly Grace Glass			
1.14 State Agency Signatory Kevin P. O'Brien		1.15 Name/Title of State Agency Signatory Elizabeth Dzielicki Kevin O'BRIEN Director of Administration for DOS	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11/18/15			
1.18 Approval by the Governor & Council By: _____ On: _____			



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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

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	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – <i>Software</i> - Critical, does not allow System to

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	<p>operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles

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Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by NIIT as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional,

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	all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.

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Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
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 through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).

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Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when NIIT is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which NIIT is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.

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Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

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

The Department of Safety is replacing two homegrown applications Criminal History and Sex Offender. These are older applications in need of upgrade both in functionality, graphical user interface (GUI) and database/technologies. The new applications will take advantage of newer technologies that allow upgraded Oracle database functionality as well the flexibility to be used with newer hardware like tablets for future growth and flexibility. Both applications will be replaced as separate projects meeting upgraded and current requirements identified in a separate project by a different vendor in 2014.

RECITALS

The State issued a Request for Proposal 2015-116 to procure software development for CHR/SOR Replacement services in support of the maintenance and current product enhancement requirements for the DOS JONE project for the Department of Safety.

NIIT Technologies Inc. submitted a Proposal in response to RFP 2015-116 to provide the software development for the State, with associated Services.

The State desires to have NIIT provide a Criminal History and a Sex Offender Registry application, and associated Services for the State;

NIIT wishes to provide a Criminal History and a Sex Offender Registry application, and associated Services for the State;

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

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

- A.** The Contract Agreement – General Provisions
- B.** Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services

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Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software License and Related Terms
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- The Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, DEPARTMENT OF SAFETY Contract 2015-116 .
- b. State of New Hampshire, DEPARTMENT OF SAFETY RFP 2015-116 .
- c. Vendor Proposal response to RFP 2015-116 Dated 27 Feb 2015, Version 1.0.

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through March 31, 2018. The Term may be extended up to 2 years, (March 31, 2020) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

NIIT shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require NIIT to commence work prior to the Effective Date; however, if NIIT commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of NIIT. In the event that the Contract does not become effective, the State shall be under no obligation to pay NIIT for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

3. COMPENSATION

3.1 CONTRACT PRICE

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

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The payment by the State of the contract price shall be the only and the complete reimbursement to the NIIT for all expenses, of whatever nature incurred by the NIIT in the performance hereof, and shall be the only and the complete compensation to the NIIT for the services. The State shall have no liability to the NIIT other than the Contract Price.

The State reserves the right to offset from any amounts otherwise payable to the NIIT under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized or actually made hereunder, exceed the Price Limitation set forth in General Provisions Page 1, block 1.8.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. NIIT shall not be responsible for any delay, act, or omission of such other vendors, except that NIIT shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of NIIT.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both NIIT and State personnel. NIIT shall provide all necessary resources to perform its obligations under the Contract. NIIT shall be responsible for managing the Project to its successful completion.

4.1 THE VENDOR'S CONTRACT MANAGER

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

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

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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NIIT shall assign a Technical Services Manager (acting Project Manager) who meets the requirements of the Contract. NIIT's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed NIIT Technical Services Manager resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of NIIT's Technical Services Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 The NIIT acting Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as NIIT's representative for all administrative and management matters. NIIT's acting Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. NIIT's acting Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. NIIT's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 NIIT shall not change its assignment of NIIT acting Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of NIIT's acting Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than NIIT acting Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. NIIT shall assign a replacement NIIT acting Project Manager within ten (10) business days of the departure of the prior NIIT acting Project Manager, and NIIT shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim NIIT Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare NIIT in default and pursue its remedies at law and in equity, if NIIT fails to assign a NIIT Project Manager meeting the requirements and terms of the Contract.

4.2.5 The NIIT Project Manager is:
Jitin Sood
Sr Software Engineer
33 Hazen Drive

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Concord, NH 03305
Tel: 603-320-3021
Email: Jitin.Sood@NIIT-Tech.com

4.3 NIIT KEY PROJECT STAFF

- 4.3.1 NIIT shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *Table C-2 Vendor Response Checklist and Table C-3: Deliverables Vendor Response Checklist*. 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's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2 NIIT shall not change NIIT Key Project Staff commitments without providing the State written justification and obtaining the 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 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 and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare NIIT in default and to pursue its remedies at law and in equity, if NIIT fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with NIIT's replacement Project staff.
- 4.3.3.1 NIIT Key Project Staff shall consist of the following individuals in the roles identified below:

NIIT's Key Project Staff: Key Member(s)	Title
Sasi Madem	Jr Software Engineer
Rakesh Sharma	Jr Software Engineer
Manoj Kumar	Jr Software Engineer
Arun Kumar	Jr Software Engineer

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4.4 STATE CONTRACT MANAGER

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

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

BoB
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4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

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

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and NIIT Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality*.

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5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

NIIT shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

NIIT may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Terms and Conditions* herein. NIIT must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider NIIT to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

NIIT shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, NIIT represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from NIIT that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify NIIT in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of NIIT's written Certification. If the State rejects the Deliverable, the State shall notify NIIT of the nature and class of the Deficiency and NIIT shall correct the Deficiency within the period identified in the Work Plan. If no period for NIIT's correction of the Deliverable is identified, NIIT shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify NIIT of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If NIIT fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require NIIT to continue until the Deficiency is corrected, or immediately terminate the Contract, declare NIIT in default, and pursue its remedies at law and in equity.

5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

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

5.5 SECURITY

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The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Exhibit F: Testing Services* for detailed information on requirements for Security testing.

6. SOFTWARE

NIIT shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in *Exhibit J: Software License and Related Terms*.

7. SERVICES

NIIT shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

NIIT shall provide the State with the administrative Services set forth in the Contract, and particularly described in *Exhibit D: Administrative Services*.

7.2 IMPLEMENTATION SERVICES

NIIT shall provide the State with the Implementation Services set forth in the Contract, and particularly described in *Exhibit E: Implementation Services*.

7.3 TESTING SERVICES

NIIT shall perform testing Services for the State set forth in the Contract, and particularly described in *Exhibit F: Testing Services*.

7.4 TRAINING SERVICES

NIIT shall provide the State with training Services set forth in the Contract, and particularly described in *Exhibit L: Training Services*.

7.5 MAINTENANCE AND SUPPORT SERVICES

NIIT shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in *Exhibit G: System Maintenance and Support*.

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7.6 WARRANTY SERVICES

NIIT shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

NIIT shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. NIIT shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve NIIT from liability to the State for damages resulting from NIIT's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, NIIT must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of NIIT or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by NIIT to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from NIIT's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five

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(5) business days of NIIT's receipt of a Change Order, NIIT shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

All Change Order requests from NIIT to the State, and the State acceptance of NIIT's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with STATE.

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and the associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor 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 this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason.

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10.3 VENDOR'S MATERIALS

Subject to the provisions of this Contract, NIIT may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, NIIT shall not distribute any products containing or disclose any State Confidential Information. NIIT shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by NIIT employees or third party consultants engaged by NIIT.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

NIIT shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 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

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Chapter 91-A: 5 *Exemptions*). NIIT shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for NIIT's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

NIIT shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to NIIT in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the 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 the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.3 VENDOR CONFIDENTIAL INFORMATION

Insofar as NIIT seeks to maintain the confidentiality of its confidential or proprietary information, NIIT must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that NIIT considers the Software and Documentation to be Confidential Information. NIIT acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, 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, RSA Chapter 91-A. In the event the State receives a request for the information identified by NIIT as

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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 the 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 liability to NIIT.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 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, the State's liability to NIIT shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 NIIT

Subject to applicable laws and regulations, in no event shall NIIT be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and NIIT's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – Page 1, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to NIIT's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 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.

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

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13 INDEMNIFICATION.

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

14 TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of NIIT shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide NIIT written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If NIIT fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving NIIT notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give NIIT a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to NIIT during the period from the date of such notice until such time as the State determines that NIIT has cured the Event of Default shall never be paid to NIIT.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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e. 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 the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

14.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

14.2 TERMINATION FOR CONVENIENCE

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

14.2.2 During the thirty (30) day period, NIIT shall wind down and cease 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.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. 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 of interest.

14.3.2 In the event the Contract is terminated as provided above pursuant to a violation by NIIT, the State shall be entitled to pursue the same remedies against NIIT as it could pursue in the event of a default of the Contract by NIIT.

14.4 TERMINATION PROCEDURE

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- 14.4.1 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.
- 14.4.2 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, 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 title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
 - e. Provide written Certification to the State that NIIT has surrendered to the State all said property.
 - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15 CHANGE OF OWNERSHIP

In the event that NIIT should change ownership for any reason whatsoever, 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, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to NIIT, its successors or assigns.

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 NIIT shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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16.2 NIIT shall remain wholly responsible for performance of the entire Contract even if 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 neither relieve NIIT of any of its obligations under the Contract nor affect any remedies available to the State against NIIT that may arise from any event of default of the provisions of the contract. The State shall 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.

16.3 Notwithstanding the foregoing, nothing herein shall prohibit NIIT from assigning the Contract to the successor of all or substantially all of the assets or 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 Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with NIIT, its successors or assigns for the full remaining term of the Contract; continue under the Contract with NIIT, 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.

17 DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Deepak Pant, Delivery Manager	Keith Lohmann, State Project Manager (PM)	5 Business Days
First	Ritesh Agrawal, Secretary and Controller	Kevin O'Brien, DOS Operations Chief	10 Business Days
Second	Lalit Dhingra, President	John J. Barthelmes, DOS Commissioner	15 Business Days

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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. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

18 GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of 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 General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

18.2 COMPLIANCE BY NIIT WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

- 18.2.1** 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. In addition, NIIT shall comply with all applicable copyright laws.
- 18.2.2** 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, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.
- 18.2.3** 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

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States issues to implement these regulations. NIIT further agrees to permit the State, or United States, access to any of NIIT' pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 REGULATORY/GOVERNMENT APPROVALS

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

18.4 WORKERS' COMPENSATION.

18.4.1 By signing this agreement, the NIIT agrees, certifies and warrants that the NIIT is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

18.4.2 To the extent the NIIT is subject to the requirements of N.H. RSA chapter 281-A, NIIT shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. NIIT shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 28 1-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for NIIT, or any subcontractor or employee of NIIT, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

18.5 PERSONNEL

18.5.1 The performance of NIIT' 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' obligations under the Contract. NIIT warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

18.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (General Provisions, Page 1, Block 1.7), NIIT shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the

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procurement, administration or performance of the Contract. This provision shall survive termination of the Contract

18.5.3 The Chief Information Officer (“CIO”) of the Department of Information Technology, or his designee, shall be the State’s representative. In the event of any dispute governing the interpretation of the Contract, the CIO’s decision shall represent the final position of the State.

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

18.7 NOTICE.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and I.4, herein.

18.8 AMENDMENT.

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

18.9 CONSTRUCTION OF AGREEMENT AND TERMS.

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

18.10 THIRD PARTIES.

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

18.11. HEADINGS.

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

18.12 SPECIAL PROVISIONS.

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

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18.13. SEVERABILITY.

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

18.14. ENTIRE AGREEMENT.

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

18.15 TRAVEL EXPENSES

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

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

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

18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State agency will work with NIIT to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for NIIT’s staff.

18.18 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 shall provide NIIT with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

18.19 REQUIRED WORK PROCEDURES

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

18.20 COMPUTER USE

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

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- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall NIIT access or attempt to access any information without having the express authority to do so.
- c. That at no time shall NIIT access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times NIIT must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by NIIT. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if NIIT is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.21 EMAIL USE

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

18.22 INTERNET/INTRANET USE

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

18.23 REGULATORY GOVERNMENT APPROVALS

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

18.24 INSURANCE

18.24.1 NIIT Insurance Requirement

The NIIT shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

18.24.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

18.24.2 The policies described in subparagraph 19.9.1.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire. 18.24.3 The NIIT shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. NIIT shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference, Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

18.24.4 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.25 EXHIBITS

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

18.26 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.27 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 the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Indemnification which shall all survive the termination of the Contract.

18.28 WORK FOR HIRE

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EXHIBIT A
DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

The general scope of the project is to provide services replacing two homegrown applications Criminal History and Sex Offender. These are older applications in need of upgrade both in functionality, graphical user interface (GUI) and database/technologies. The new applications will take advantage of newer technologies that allow upgraded Oracle database functionality as well the flexibility to be used with newer hardware like tablets for future growth and flexibility. Both applications will be replaced as separate projects meeting upgraded and current requirements identified in a separate project by a different vendor in 2014.

General Project Assumptions

1. NIIT will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and NIIT Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, NIIT shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. NIIT shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. NIIT shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

CHR Registry		
Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date

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DELIVERABLES

CHR Registry		
Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
Conduct Project Kickoff Meeting	Non-Software	1 May 2015
Status Meetings	Non-Software	Weekly
Work Plan	Written	Weekly
Conduct Research And Requirements Validation	Non-Software	1 May – 15 June 2015
Requirements Analysis Report	Written	18 June 2015
Goals and Objectives Document	Written	BiWeekly
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	19 June 2015
Information Map and Navigation Plan	Written	24 June 2015
Database Architecture and Data Dictionary	Written	15 July 2015
Data Conversion	Non-Software	1 Dec 2015
Design Documentation	Written	15 Aug 2015
Knowledge Transfer	Written/Non-Software	March 2016
System and Integration Testing	Software	Oct 2015
Security Testing	Software	Dec 2015
User Acceptance Testing	Non-Software	Dec 2015
Warranty Period	Non-Software	Dec 2015 – June 2016
System Acceptance and Payment of Holdback	Non-Software	Mar 2016

SOR Registry		
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EXHIBIT A
DELIVERABLES

Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
Conduct Project Kickoff Meeting	Non-Software	1 May 2015
Status Meetings	Non-Software	Weekly
Work Plan	Written	Weekly
Conduct Research And Requirements Validation	Non-Software	15 June – 6 July 2015
Requirements Analysis Report	Written	18 July 2015
Goals and Objectives Document	Written	BiWeekly
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	22 July 2015
Information Map and Navigation Plan	Written	Sept 2015
Database Architecture and Data Dictionary	Written	22 July 2015
Data Conversion	Non-Software	1 March 2016
Design Documentation	Written	Oct 2015
Knowledge Transfer	Written/Non-Software	March 2016
System and Integration Testing	Software	Feb 2016
Security Testing	Software	Feb 2016
User Acceptance Testing	Non-Software	Feb 2016
Warranty Period	Non-Software	Mar – Aug 2016
System Acceptance and Payment of Holdback	Non-Software	Mar 2016

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

I. PAYMENT SCHEDULE

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$ 474,000 for the period between the Effective Date through 30 June 2017 . NIIT shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow NIIT to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Pricing/Payment
Conduct Project Kickoff Meeting	Non-Software	1 May 2015	
Status Meetings	Non-Software	Weekly	
Work Plan	Written	Weekly	
Conduct Research And Requirements Validation	Non-Software	1 May – 15 June 2015	\$45,000
Requirements Analysis Report	Written	18 June 2015	
Goals and Objectives Document	Written	BiWeekly	
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	19 June 2015	
Information Map and Navigation Plan	Written	24 June 2015	
Database Architecture and Data Dictionary	Written	15 July 2015	\$45,000
Data Conversion	Non-Software	1 Dec 2015 CHR	
Design Documentation	Written	15 Aug 2015	\$45,000
Knowledge Transfer	Written/Non-Software	March 2016	
System and Integration Testing	Software	10 Oct 2015 CHR	\$45,000
Security Testing	Software	10 Nov 2015 CHR	\$45,000

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Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Pricing/Payment
User Acceptance Testing	Non-Software	10 Dec 2015 CHR	\$45,000
Warranty Period	Non-Software	Jan – Feb 2016	
System Acceptance and Payment of Holdback	Non-Software	Dec 2015	\$27,000
		TOTAL	\$297,000
SOR Deliverables			
Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Pricing/Payment
Conduct Project Kickoff Meeting	Non-Software	1 June 2015	
Status Meetings	Non-Software	Weekly	
Work Plan	Written	Weekly	
Conduct Research And Requirements Validation	Non-Software	15 June – 6 July 2015	\$40,000
Requirements Analysis Report	Written	17 July 2015	
Goals and Objectives Document	Written	BiWeekly	
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	22 July 2015	
Information Map and Navigation Plan	Written	Sept 2015	
Database Architecture and Data Dictionary	Written	22 July 2015	\$40,000
Data Conversion	Non-Software	1 March 2016	
Design Documentation	Written	22 Aug 2015	\$41,000
Knowledge Transfer	Written/Non-Software	March 2016	
System and Integration Testing	Software	Feb 2016	\$40,000
Security Testing	Software	Feb 2016	
User Acceptance Testing	Non-Software	Feb 2016	

2015-116 Exhibit B-Price and Payment Schedule

NIIT Initials

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Pricing/Payment
Warranty Period	Non-Software	Mar – Apr 2016	
System Acceptance and Payment of Holdback	Non-Software	Apr 2016	\$16,000
		TOTAL	\$179,000
		GRAND TOTAL	\$474,000

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.3: Future Vendor Rates Worksheet

Position Title	SFY 2016 7/1/2015- 6/30/2016	SFY 2017 7/1/2016- 6/30/2017	SFY 2018 7/1/2017- 6/30/2018	SFY 2019 7/1/2018- 6/30/2019	SFY 2020 7/1/2019- 6/30/2020
Junior Applications Developer	\$79	\$82	\$85	\$88	\$91
Senior Applications Developer	\$89	\$92	\$95	\$98	\$101

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

2. 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 \$474,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

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

3. INVOICING

NIIT shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. NIIT shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

Keith Lohmann
DEPARTMENT OF SAFETY
33 Hazen Drive
Concord, NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

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

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PRICE AND PAYMENT SCHEDULE**

5. OVERPAYMENTS TO NIIT

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

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS**

1. INSURANCE

Section 18.24.1.1 of the Contract Agreement General Provisions relating to insurance requirements reads:

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

It is hereby amended to read:

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

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ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

The NIIT must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide NIIT with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. 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 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 all litigation, including the termination of all appeals or the expiration of the appeal period.

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. 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 of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. 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 and NIIT shall maintain records pertaining to the Services and all other costs and expenditures.

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IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

NIIT Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include NIIT Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and NIIT Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the NIIT Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from NIIT shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from NIIT and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects NIIT to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be NIIT's responsibility.

The NIIT Project Manager or NIIT Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The NIIT's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. NIIT shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.

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7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, NIIT shall provide the State with information or reports regarding the Project. NIIT shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

NIIT shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

NIIT and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The NIIT team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

NIIT shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

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

NIIT shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

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2.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

2.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

2.2.3 Change Management and Training

NIIT's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training

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EXHIBIT F
TESTING SERVICES

NIIT shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

NIIT shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. NIIT will also provide training as necessary to the State staff responsible for test activities. NIIT shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, NIIT shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. NIIT shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

NIIT shall provide the State with an overall Test Plan that will guide all testing. The NIIT provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon NIIT's Project Manager's Certification, in writing, that NIIT's own staff has successfully executed all prerequisite NIIT testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from NIIT that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from NIIT's development environment. NIIT must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

NIIT must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, NIIT shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The NIIT developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
NIIT Team Responsibilities	For application modules, conversions and interfaces the NIIT team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the NIIT team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test
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	emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
NIIT Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
	<ul style="list-style-type: none"> • Work jointly with NIIT to develop the Systems Integration Test Specifications. • Work jointly with NIIT to develop and load the data profiles to support the test Specifications. • Work jointly with NIIT to validate components of the test scripts, modifications, fixes and other System interactions with the NIIT supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
NIIT Team Responsibilities	For conversions and interfaces, the NIIT team will execute the applicable validation tests and compare execution results with the documented expected results.
	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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The NIIT's Project Manager must certify in writing, that the NIIT's own staff has successfully executed all prerequisite NIIT testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that NIIT has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from NIIT that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with NIIT in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product	The Deliverable for User Acceptance Tests is the User Acceptance Test Results.

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Description	These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.
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1.7 Performance Tuning and Stress Testing

NIIT shall develop and document hardware and Software configuration and tuning of <SOFTWARE> infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

EXAMPLE A: Shorter Form

1.7.1 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) Load Tests: Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be NIIT led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.7.3 Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

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For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.7.4 Implementing Performance and Stress Test

Performance and stress test tools must be provided by the NIIT for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the NIIT is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

1.7.5 Scheduling Performance and Stress Testing

NIIT shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

NIIT shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as not to damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a

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change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the NIIT of the nature of the testing failures in writing. The NIIT will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) NIIT shall notify the State no later than five (5) business days from the NIIT's receipt of written notice of the test failure when NIIT expects the corrections to be completed and ready for retesting by the State. NIIT will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by NIIT based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.
- d.) NIIT will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.

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e.) NIIT will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, NIIT will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, NIIT will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests), code analysis, and review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on

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	the server.
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Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) and code analysis and review.

Prior to the System being moved into production NIIT shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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Penetration Testing shall include:

Implement a methodology for penetration testing that includes the following:

- Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)
- Includes coverage for the entire CDE perimeter and critical systems
- Includes testing from both inside and outside the network
- Includes testing to validate any segmentation and scope-reduction controls
- Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5
- Defines network-layer penetration tests to include components that support network functions as well as operating systems
- Includes review and consideration of threats and vulnerabilities experienced in the last 12 months
- Specifies retention of penetration testing results and remediation activities results.

Note: This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.

Perform *external* penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

Perform *internal* penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

NIIT shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date. 1.1 NIIT's Responsibility

NIIT shall maintain the Application System in accordance with the Contract. NIIT will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

NIIT shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 NIIT's Responsibility

NIIT will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, NIIT shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

b. Class B & C Deficiencies –The State shall notify the NIIT of such Deficiencies during regular business hours and the NIIT shall respond back within eight (8) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 NIIT shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 NIIT shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, NIIT shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

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- 3.4 NIIT must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If NIIT fails to correct a Deficiency within the allotted period of time stated above, NIIT shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return NIIT's product and receive a refund for all amounts paid to NIIT, including but not limited to, applicable license fees, within ninety (90) days of notification to NIIT of the State's refund request
- 3.6 If NIIT fails to correct a Deficiency within the allotted period of time stated above, NIIT shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS**

Attachment 1: Project Requirements is hereby incorporated within.

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NIIT's Project Manager and the State Project manager shall finalize the Work Plan within five (5) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with NIIT's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of NIIT and State Project Managers.

The preliminary Work Plan created by NIIT and the State is set forth at the end of this Exhibit.

In conjunction with NIIT's Project Management methodology, which shall be used to manage the Project's life cycle, the NIIT team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and NIIT team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with NIIT's Work Plan and shall utilize <SOFTWARE TYPE> to support the ongoing management of the Project.

1. ASSUMPTIONS A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- NIIT shall provide a separate escrow agreement for the application.
- NIIT shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The NIIT Team shall perform this Project at State facilities at no cost to NIIT.
- The NIIT Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The NIIT Team shall honor all holidays observed by NIIT or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the NIIT Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space,

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equipment, and printer/fax supplies shall be provided at no cost to the NIITTeam and shall be available when the Project begins.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. NIIT's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for NIIT and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- NIIT assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

A. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet NIIT certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- NIIT team shall implement Release 1, Version 1 CHR & SOR Registry applications.
- NIIT will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to NIIT and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The NIIT Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the NIIT technical team, a subset of the conversions. The NIIT Team shall lead the State with the mapping of the legacy Data to the NIIT applications.
- Additionally, the NIIT Team shall:
 1. Provide the State with NIIT application data requirements and examples, of data mappings, conversion scripts, and data loaders. The NIIT Team shall identify the APIs the State should use in the design and development of the conversion.

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2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
3. Lead the review of functional and technical Specifications.
4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule

- Deployment is planned to begin on 1 December 2015 with a planned go-live date of 15 December 2015 for the CHR Registry application. Deployment is planned to begin on 1 February 2016 with a planned go-live date of 15 March 2016 for the SOR Registry application

G. Reporting

- NIIT shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training

- The NIIT Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

I. Performance and Security Testing

- The NIIT Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with NIIT on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. NIIT Team Roles and Responsibilities

1) NIIT Team Project Executive

The NIIT Team's Project Executives (NIIT and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the NIIT Team Project Manager and the State's Project leadership on the best practices for implementing the NIIT Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) NIIT Team Project Manager

The NIIT Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the NIIT Implementation Team. The NIIT Team Project Manager will have the following responsibilities:

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- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign NIIT Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all NIIT Team members;
- Provide <WEEKLY or EVERY TWO WEEKS> and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) NIIT Team Analysis

The NIIT Team shall conduct analysis of requirements, validate the NIIT Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) NIIT Team Tasks

The NIIT team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;

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- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the NIIT Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the NIIT team;
- Assist the NIIT Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the NIIT Project Manager of any urgent issues if and when they arise; and
- Assist the NIIT team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and

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- Assist in training end users in the use of the NIIT Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and NIIT Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the NIIT Technical Lead and the State's selected hardware NIIT to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the NIIT and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a NIIT Deliverable and it will be expected that NIIT will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY Project meetings.

4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the NIIT Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the NIIT to finalize machine, site, and production configuration;
- Work with the NIIT to finalize logical and physical database configuration;
 - Work with the NIIT to install the NIIT tools, and NIIT Applications for the development and training environment;
 - Work with the NIIT to clone additional application instances as needed by the application teams;
 - Work with the NIIT upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
 - Work with the NIIT and the Application teams to establish and manage an instance management plan throughout the Project;
 - Work with the NIIT to establish and execute backup and recovery procedures throughout the Project;

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- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine NIIT Application monitoring and tuning;
- Work with the NIIT to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new NIIT Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

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Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
CHR/SOR	All	NIIT & State Jointly	Convert existing Data to new Oracle instance and expand database to reflect new requirements.
SOR Registry	All	NIIT & State Jointly	Convert existing Data to new Oracle instance and expand database to reflect new requirements.

A. Conversion Testing Responsibilities

- The NIIT Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The NIIT Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The NIIT Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the NIIT Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the NIIT Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

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Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
AOC	Data Exchange	NIIT CHR/SOR & State AOC	Provide Dispositions
IDMS	Data Exchange	NIIT CHR/SOR & State IDMS	Handle Administrative Dispositions
Jone/CPI switch	Transfer Data	NIIT CHR/SOR & State Jone/CPI Switch	Transfer Data
VISION (Future)	Data Exchange	NIIT CHR/SOR & State Vision	Handle Administrative Dispositions when this new system replaces IDMS

A. Interfaces Responsibilities

- The NIIT Team shall provide the State NIIT Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The NIIT Team shall identify the APIs the State should use in the design and development of the interfaces.
- The NIIT Team shall lead the State with the mapping of legacy Data to the NIIT Application.
- The NIIT Team shall lead the review of functional and technical interfaces Specifications.
- The NIIT Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The NIIT Team shall document the functional and technical Specifications for the interfaces.
- The NIIT Team shall create the initial Test Plan and related scripts to Unit Test the interfaces. The State shall validate and accept.
- The NIIT Team shall develop and Unit Test the interfaces.
- The State and the NIIT Team shall jointly verify and validate the accuracy and completeness of the interfaces.
- The State shall document the technical changes needed to legacy systems to accommodate the interfaces.
- The State shall develop and test all legacy application changes needed to accommodate the interfaces.
- The State and the NIIT Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interfaces operation in production.

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6. APPLICATION MODIFICATION

To more fully address the State's requirements, the NIIT Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – NIIT Developed

Requirement	Components, if applicable	Enhancement Description
CHR Registry	Entire System	Rewrite, enhance legacy system to meet new requirements identified in RFP 2015-116
SOR Registry	Entire System	Rewrite, enhance legacy system to meet new requirements identified in RFP 2015-116

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

ID	Active	Task Mode	Name	Duration	Start	Finish	Predecessors	Outline Level
1	Yes	Scheduled Auto	CHR Requirements	128 days	1-Jul-15	25-Dec-15		1
2	Yes	Scheduled Auto	Analysis	20 days	1-Jul-15	28-Jul-15		2
3	Yes	Scheduled Auto	Data Modeling & Design	69 days	1-Jul-15	5-Oct-15		2
4	Yes	Scheduled Auto	Development	98 days	1-Jul-15	15-Nov-15		2
5	Yes	Scheduled Auto	SIT	10 days	15-Nov-15	15-Nov-15	4	2
6	Yes	Scheduled Auto	UAT	15 days	15-Dec-15	18-Dec-15	5	2
7	Yes	Scheduled Auto	Rollout	5 days	15-Dec-15	25-Dec-15	6	2
8								2
9	Yes	Scheduled Auto	SOR Requirements	197 days	1-Jul-15	31-Mar-16		1
10	Yes	Scheduled Auto	Analysis	42 days	1-Jul-15	27-Aug-15		2

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1		Auto	Data Modeling &					
1	Yes	Scheduled	Design	42 days	1-Jul-15	27-Aug-15		2
1		Auto			30-Nov-			
2	Yes	Scheduled	Development	59 days	15	18-Feb-16	5	2
1		Auto			19-Feb-			
3	Yes	Scheduled	SIT	10 days	16	3-Mar-16	12	2
1		Auto			4-Mar-	24-Mar-		
4	Yes	Scheduled	UAT	15 days	16	16	13	2
1		Auto			25-	31-Mar-		
5	Yes	Scheduled	Rollout	5 days	Mar-16	16	14	2

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SOFTWARE LICENSE**

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, NIIT hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

NIIT shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the NIIT on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of NIIT's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with NIIT.

5. VIRUSES

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

As a part of its internal development process, NIIT will use reasonable efforts to test the Software for viruses. NIIT shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, NIIT shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

Upon forty-five (45) days written notice, NIIT may audit the State's use of the programs at NIIT's sole expense. The State agrees to cooperate with NIIT's audit and provide reasonable assistance and access to information. The State agrees that NIIT shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, NIIT's audit rights are subject to applicable State and federal laws and regulations.

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7. SOFTWARE NON-INFRINGEMENT

NIIT warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If NIIT believes or it is determined that any of the Material may have violated someone else's intellectual property rights, NIIT may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, NIIT may end the license, and require return of the applicable Material and refund all fees the State has paid NIIT under the Contract. NIIT will not indemnify the State if the State alters the Material without NIIT's consent or uses it outside the scope of use identified in NIIT's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. NIIT will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by NIIT. NIIT will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by NIIT without NIIT's consent.

8. SOFTWARE ESCROW

8.1 NIIT represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at <LOCATION OF THE ESCROW AGENT> "Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). NIIT shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

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8.2 NIIT agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, NIIT shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

8.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) NIIT has made an assignment for the benefit of creditors;
- (b) NIIT institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of NIIT's assets;
- (d) NIIT terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) NIIT defaults under the Contract; or
- (f) NIIT ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.4 In the event that Deposit Materials are released from escrow to the State, NIIT hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of NIIT's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

8.5 NIIT agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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WARRANTY AND WARRANTY SERVICES**

WARRANTIES

1.1 Services

NIIT warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

NIIT warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and NIIT's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if NIIT cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to NIIT for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if NIIT cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to NIIT for the deficient Services.

1.3 Non-Infringement

NIIT warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

NIIT warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

NIIT warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by NIIT to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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1.6 Services

NIIT warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

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

1.8 Breach of Data

The NIIT shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY SERVICES

NIIT agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. NIIT shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Service calls, NIIT shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- g. NIIT must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between

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- reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by NIIT no later than <number of days> business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event NIIT fails to correct a Deficiency within the allotted period of time, the State may, at its option,; 1) declare NIIT in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return NIIT's product and receive a full refund for all amounts paid to NIIT, including but not limited to, any applicable license fees within (90) days of notification to NIIT of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare NIIT in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT of each application (CHR, SOR) and extend for 90 days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, NIIT shall correct the Deficiency, and a new 90 Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 90 consecutive calendar days.

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TRAINING SERVICES**

NIIT shall provide the following Training Services.

1. Users manual to include screen shots as well as online help function within the applications themselves.
2. Conduct a Train the Trainer session for each of the two applications being replaced prior to their individual UAT and a short refresher class for each application within 30 days of rollout if timespan from UAT to rollout is longer than 30 days.

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EXHIBIT M
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance
- D. Exhibit H Requirements

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EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

NIIT Proposal to Department of Safety RFP 2015-116 CHR/SOR
Replacement dated 27 February 2015, Version 1.0 is hereby incorporated by
reference as fully set forth herein.

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EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

- E. Contractor's Certificate of Vote/Authority**
- F. Contractor's Certificate of Good Standing**
- G. Contractor's Certificate of Insurance**
- H. Exhibit H Requirements**