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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

July 18, 2015

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

REQUESTED ACTION

Authorize the Department of Information Technology ("DOIT") for the benefit of the Department of Safety, to enter into a contract with NIIT Technologies (Vendor # 165248) of Atlanta GA, for technical support services support and maintenance to the Justice One (J-ONE) software and network applications in the amount of $650,000.00 with a contract end date of June 30, 2018. The term may be extended for an additional two years with Governor and Executive Council Approval.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DOS to reimburse DOIT for this contract is 100% DOS Highway Federal Funds. Funds to support this request are anticipated to be available in the following Department of Information Technology accounts in State FY 2016, State FY 2017 and State FY 2018 upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	Job #	AMOUNT
2016	01-03-03-030010-76230000 – DOIT-IT for DOS 046-500465 Consultants - – IT Consul-Non-Benefit	03230040	$250,000
2017	01-03-03-030010-76230000 – DOIT-IT for DOS 046-500465 Consultants - – IT Consul-Non-Benefit	03230040	$200,000
2018	01-03-03-030010-76230000 – DOIT-IT for DOS 046-500465 Consultants - – IT Consul-Non-Benefit	03230040	$200,000
	GRAND TOTAL		**$650,000**

EXPLANATION

The purpose of the contract is to provide for consultant services to support and maintain the J-ONE software and network applications. The mission of J-ONE is to improve the effectiveness and efficiency of New Hampshire's criminal justice agencies and the judiciary through the capture of data at its source, to facilitate the distribution of criminal justice data electronically to authorized sources, and to provide individual case and statistical queries electronically. The systems are numerous and support the wide reaching J-ONE program involving the Administrative Office of the Courts, Department of Corrections, Department of Safety, and local law enforcement throughout New Hampshire.

DOS RFP 2015-129 was issued on February 2015. After review and scoring of three proposals, NIIT Technologies, Inc. was chosen as the best value to the State. The NIIT technical consulting resources will work closely with DOS, DOIT, and J-ONE personnel to define business requirements, design, write and test programs; and implement programs that support software changes necessary due to legislative mandated changes as well as changes made to streamline business processes.

Respectfully submitted,

Denis Goulet
Commissioner

DG/dcp
2015-129
A&E RID # 16882

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

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Denis Goulet
Commissioner

July 16, 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, Inc. as described below and referenced as DoIT No. 2015-129.

> This Contract will allow technical consulting resources to work closely with Department of Safety, Administrative Office of the Courts, multiple J-ONE vendors, local law enforcement and Corrections to maintain eCitation (electronic ticketing), eCrash (vehicle crash records), Complaints and Dispositions, Pretrial Conferences and Protective Orders applications. It will also be used to define business requirements, design, write, and test programs, and to implement programs that support software changes made necessary due to legislatively mandated changes as well as to streamline business processes. Total Contract value is $650,000. The contract term will begin upon Governor and Executive Council approval and extend through June 30, 2018 with options to extend through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/dcp
2015-129

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

Summary Table						
2015-129 Jone Support						
Company	**Company Address**	**Vendor Company 15 Points Max**	**Staffing Qualifications 10 Pts Max**	**Solution Cost**	**Solution Cost Points 35 Pts Max**	**TOTAL 100 Pts Max**
Company A - NIIT Technologies Inc.	1050 Crown Pointe Parkway Floor 5 Atlanta, GA 30338	**22.83**	**35.73**	**$ 168**	**32.22**	**90.79**
Company B - Elegant Enterprise-Wide colutions, Inc.	25961 Hartwood Drive Chantilly, VA	**17.83**	**27.73**	**$ 165**	**32.81**	**78.37**
Company C - Enterprise Pals, Inc.	10500 Barkley St. Suite 110 Overland Park, KS 66212	**17.83**	**25.33**	**$ 155**	**35.00**	**78.17**
					Max Points	90.8

Criteria Defined:

Total Consultant Cost/hr. (rate)	The total cost of the consultant per hour worked.
Consultant Qualifications and Experience	The qualifications (certifications, education, training) and experience (previous relevant positions to the current RFP) held by the candidate under consideration for the position.
Vendor Company Viability	The number of years that the bidding company has been in business and the financial circumstances of the company that tend to suggest their future viability for the term of the work under consideration.

Team of Evaluators and Credentials

Name	Position	Credentials
Bart Bronson	IT Lead (DOIT) at the Department of Safety	Mr. Bronson has previous experience as project manager for the State of New Hampshire and Liberty Mutual Insurance. He is Project Management Professional certified by the Project Management Institute.
Brian Lumbert	IT Manager at the Department of Safety	Mr. Lumbert is Program Manager certified in Communications and Computer Systems by the Defense Systems Management College (DSMC); has previous experience in IT procurement for the US Air Force and holds a Masters of Science in Systems Management from University of Southern California.
Keith Lohmann	Program Manager for the J-One project for the NH Department of Safety	Mr. Lohmann is Project Management Professional (PMP) certified by the Project Management Institute and holds a Masters in Public Administration from University of North Carolina – Greensboro.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
JONE MAINTENANCE
CONTRACT 2015-129
CONTRACT AGREEMENT – GENERAL PROVISIONS

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name NIIT Technologies, Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, #500, Atlanta, GA 30338.	
1.5 Contractor Phone Number 501-701-6562	1.6 Account Number DOIT Class 27 for DOS	1.7 Completion Date 30 June 2018	1.8 Price Limitation $650,000
1.9 Contracting Officer for State Agency Bart Bronson		1.10 State Agency Telephone Number 223-5748	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory Ritesh Agrawal Controller & Secretary	
1.13 Acknowledgement: State of GA, County of Dekalb On 7/22/15, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal]			
1.13.2 Name & Title of Notary or Justice of the Peace Wimberly Glass			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signatory Denis Goulet, Commissioner DOIT	
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: 7/24/15			
1.18 Approval by the Governor & Council By On:			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
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CONTRACT 2015-129
CONTRACT AGREEMENT – GENERAL PROVISIONS

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
JONE MAINTENANCE
CONTRACT 2015-129
CONTRACT AGREEMENT – GENERAL PROVISIONS

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 *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

	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: *Contract Management)*
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** – *Software* - Critical, does not allow System to

	operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is 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

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 4th, 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,

	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.

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 RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State 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).

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.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
JONE MAINTENANCE
CONTRACT 2015-129
CONTRACT AGREEMENT – GENERAL PROVISIONS

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 State of New Hampshire, Jone program has created many applications, interfaces, virtual private networks, file sharing utilities to name a few technology processes for the use of all stakeholders in the Jone Program. All of these items require maintenance, changes, upgrades as time goes on to maintain the efficiency and good working order of their functionality. This contract will allow that continued maintenance to be performed over time.

RECITALS

The State issued a Request for Proposal 2015-129 to procure software development for Jone Maintenance 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 2015-129 to provide the software maintenance/development for the State, with associated Services.

The State desires to have NIIT provide software maintenace/development for the Jone applications/interfaces/network environment, and associated Services for the State;

NIIT wishes to provide software maintenace/development for the Jone applications/interfaces/network environment, 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- Requirements
- Exhibit F- Agency RFP with Addendums, by reference
- Exhibit G- The Vendor Proposal, by reference

1.2 ORDER OF PRECEDENCE

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

a. *The State of New Hampshire Terms and Conditions,* Contract Agreement.
b. State of New Hampshire, DEPARTMENT OF SAFETY Contract 2015-129 .
c. State of New Hampshire, DEPARTMENT OF SAFETY RFP 2015-129 .
d. Vendor Proposal response to RFP 2015-129 dated April 22, 2015 and BAFO dated May 5, 2015

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 30 June 2018. The Term may be extended up to 2 years, (June 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.*

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. RSA80:7 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
Controller & Secretary
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

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 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 NIIT acting Project Manager is:

Deepak Pant
Delivery Manager
33 Hazen Drive
Concord, NH 03305
Tel: 603-520-0285
Email: Deepak.Pant@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: *System Requirements and Deliverables*, Table C.1: *System Requirements and 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 any 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: *System Requirements and Deliverables* 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	Sr. Software Engineer
Rakesh Sharma	Jr.Software Engineer
Amit Chauhan	Jr. Software Engineer
Manoj Kumar	Jr. Software Engineer
Arun Kumar	Jr. Software Engineer
Hugh Mbaezue	Jr. Software Engineer

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:

Bart Bronson
Department of Information Technology
33 Hazen Drive
Concord, NH 03305
TEL: (603) 230-3019
EMAIL: Bart.bronson@doit.state.nh.us

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.*

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

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.

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 (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 demand or upon termination of this Agreement for any reason.

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 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 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.

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.

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

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.

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	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Delivery Manager	Keith Lohmann, State Project Manager (PM)	5 Business Days
First	Ritesh Agrawal Controller & Secretary	Kevin O;Brien, DOS Assistant Commissioner	10 Business Days
Second	Lalit Dhingra, President	John J. Barthelmes, DOS Commissioner	15 Business Days

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

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.

18.2COMPLIANCE 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 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 subNIIT 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 subNIIT 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 subNIIT 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 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.

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:

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:

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

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

18.29 FORCE MAJEURE

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

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

18.30 NOTICES

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 following addresses.

TO THE CONTRACTOR:	TO STATE:
NIIT Technologies Inc. Lalit Dhingra 1050 Crown Pointe Parkway #500 Atlanta, GA 30338 Tel: (770) 551-9494	State of New Hampshire Keith Lohmann Department of Safety 33 Hazen Drive Concord, NH, 03305 Tel: (603) 230-3041

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
JONE SUPPORT
CONTRACT 2015-129
EXHIBIT A
DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview
The State of New Hampshire, Jone program has created many applications, interfaces, virtual private networks, file sharing utilities to name a few technology processes for the use of all stakeholders in the Jone Program. All of these items require maintenance, changes, upgrades as time goes on to maintain the efficiency and good working order of their functionality. Examples of applications, interfaces etc but not all inclusive are: E-citation application, Crash Records Management System application, Multiple interfaces to SPOTS, multiple virtual private networks to local law enforcement, enterprise service bus to name a few. This contract will enable continued maintenance to be performed over time.

General Project Assumptions

1. NIIT will follow the guidelines provided by the State for the following processes.
    a. Implementation
    b. Testing
    c. Security
    d. Maintenance & Support
    e. Work Planning and Plans
    f. Training

2. Prior to the commencement of work on Non-Software and Written Deliverables, NIIT shall utilize the State templates, table of contents, or agenda for Review and prior approval by the State.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

REQ #	Requirement/Deliverable
1	Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: *Requirements*
	Jr Applications Developer
	Sr Applications Developer

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed PriceNot to Exceed Price

This is a Not to Exceed (NTE) Contract totaling $ 650,000 for the period between the Effective Date through 30 June 2018. 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:

1.2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

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 1.4: 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
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 $650,000 ("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

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT C
SPECIAL PROVISIONS

1. INSURANCE

Section 18.24.1.1of 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

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 the 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 the NIIT to perform its obligations under the Contract.

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The 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, the 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.

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.

APPENDIX E: REQUIREMENTS RESPONSE

Appendix E contains the Vendor Response to the Requirements of RFP 2015-129

Role specific job requirements are as follows:

Senior Applications Developer- This position requires five years of detailed experience utilizing JEE technologies listed in the prior table. This position requires the ability to conceptualize future functionality by leveraging or extending the existing design and recommending optimal solutions. This position requires the ability to provide direction, quality oversight, and technical training.

Junior Applications Developer- This position requires three years of detailed experience utilizing JEE technologies listed in the prior table.

Vendor proposal to requirements for RFP

Requirements for Senior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
System Specific Consultant Requirements				
Thorough understanding of technologies and tools used in JONE application	M	Yes		
Ability to develop JONE enhancements consistent with the present design in both code and GUI	M	Yes		
Provide bug fixes with the current JONE application as directed	M	Yes		
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M	Yes		
Provide training materials and conduct training on the new enhancements	M	Yes		
Provide skill mentoring to IT personnel	M	Yes		
Conduct thorough knowledge transfer to State IT resources	M	Yes		
Ability to do effective code reviews of other developers	M	Yes		
Ability to quickly master new skills	M	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT E
REQUIREMENTS RESPONSE

Requirements for Senior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
JONE Application Specific Technical Skills				
Java 1.6	M	Yes		
Java EE 6	M	Yes		
PL/SQL	M	Yes		
Stored Procedures, Triggers	M	Yes		
Oracle	M	Yes		
WebLogic 11g	M	Yes		
XML	M	Yes		
XSL	M	Yes		
JIBX	M	Yes		
JAX-WS	M	Yes		
Struts	M	Yes		
Tiles	M	Yes		
JAX-RS	M	Yes		
Jersey	M	Yes		
Angular JS	M	Yes		
JSON	M	Yes		
Ant	M	Yes		
Apache Service Mix	M	Yes		
General System Development Abilities				
Requirements development	M	Yes		
Logical design development	M	Yes		
Physical design and unit testing	M	Yes		
System Testing	M	Yes		
User Acceptance Testing	M	Yes		
Documentation	M	Yes		
Performance testing and tuning	M	Yes		
System implementation	M	Yes		
Business process analysis and improvement	M	Yes		
Data conversion and migration	M	Yes		
Development of in and out-bound interfaces	M	Yes		
Integration Services	M	Yes		

Requirements for Junior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
System Specific Consultant Requirements				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT E
REQUIREMENTS RESPONSE

Requirements for Junior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
Thorough understanding of technologies and tools used in JONE application	M	Yes		
Ability to develop JONE enhancements consistent with the present design in both code and GUI	M	Yes		
Provide bug fixes with the current JONE application as directed	M	Yes		
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M	Yes		
Provide training materials and conduct training on the new enhancements	O	Yes		
Provide skill mentoring to IT personnel	O	Yes		
Conduct thorough knowledge transfer to State IT resources	O	Yes		
Ability to do effective code reviews of other developers	O	Yes		
Ability to quickly master new skills	M	Yes		
JONE Application Specific Technical Skills				
Java 1.6	M	Yes		
Java EE 6	M	Yes		
PL/SQL	M	Yes		
Stored Procedures, Triggers	M	Yes		
Oracle	M	Yes		
WebLogic 11g	M	Yes		
XML	M	Yes		
XSL	M	Yes		
JIBX	M	Yes		
JAX-WS	M	Yes		
Struts	M	Yes		
Tiles	M	Yes		
JAX-RS	M	Yes		
Jersey	M	Yes		
Angular JS	M	Yes		
JSON	M	Yes		
Ant	M	Yes		
Apache Service Mix	M	Yes		
General System Development Abilities				
Requirements development	M	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT E
REQUIREMENTS RESPONSE

Requirements for Junior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
Logical design development	M	Yes		
Physical design and unit testing	M	Yes		
System Testing	M	Yes		
User Acceptance Testing	M	Yes		
Documentation	M	Yes		
Performance testing and tuning	M	Yes		
System implementation	M	Yes		
Business process analysis and improvement	O	Yes		
Data conversion and migration	O	Yes		
Development of in and out-bound interfaces	O	Yes		
Integration Services	O	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT F
AGENCY RFP BY REFERENCE

RFP DOS 2015-129 with addenda is included by reference

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT G
VENDOR PROPOSAL, BY REFERENCE

NIIT Proposal to Department of Safety RFP 2015-129 Jone Support dated 22 April 2015, Version 1.0 and BAFO dated 5 May 2015 are hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
Jone Support
CONTRACT 2015-129
EXHIBIT H
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

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 7/22/15.

NIIT Technologies Inc. Vice President – Human Resources

STATE OF Georgia

County of Dekalb

The foregoing instrument was acknowledged before me this 22 day of July, 2015 by Dheeraj Bhardwaj.

(NOTARY SEAL)

WIMBERLY G GLASS NOTARY PUBLIC LEE COUNTY GEORGIA

Notary Public / Justice of the Peace

Commission Expires: 7/28/18

139318

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Atlanta Certificate Request	
Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3700	FAX (A/C, No): 877-362-9069
	E-MAIL ADDRESS: atlcertrequest@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Northern Insurance Company	20303
INSURED NIIT (USA), INC. 1050 Crown Pointe Parkway Suite 500 Atlanta GA 30338	INSURER B : Federal Insurance Company	20281
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 8603689 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			35862638	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			73547354 $100,000 Limit Hired Phys Damage Comp-$500 Ded Coll-$500 Ded	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $ 0			79839147	01/01/2015	01/01/2016	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71725711	01/01/2015	01/01/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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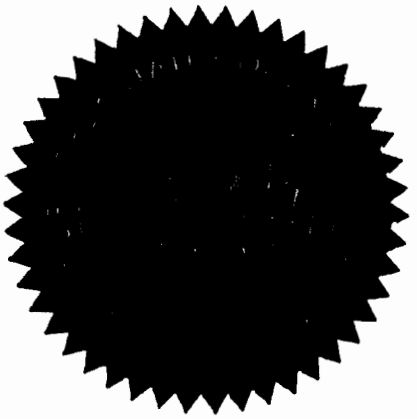
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NIIT Technologies Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 3, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of June, A.D. 2015

William M. Gardner
Secretary of State