



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

November 27, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

Sole Source

## Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to exercise a **sole source** contract amendment with NIIT Technologies Inc. (Vendor #165248) of Atlanta Georgia, (originally approved by Governor and Council on 4/27/2011, item #83, amended and extended by Governor and Council on 8/22/2012, item #72A) in the amount of \$150,000.00, increasing the contract amount from \$701,020.00 to \$851,020.00, for the purpose of providing development services in support of integrating and automating e-Ticketing into the State Police, local police departments and DMV. All other terms and conditions of the contract remain the same. Effective upon Governor and Council approval through June 30, 2014. Funding Source: 100% Federal Funds

Funds are available in the SFY2013 operating budget and contingent on availability and continued appropriations in SFY2014 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-22110000 Dept. of Safety – Division of State Police – Highway Safety Equipment and Training Grants  
RSRC: 405921

	<u>FY2013</u>	<u>FY2014</u>	<u>Total</u>
046-500465 - Consultants - IT Consol-Non-Benefit	\$102,632.00	\$47,368.00	\$150,000.00

## Explanation

This contract is **sole source** because it is continuing work on the J-One eCitation project that is being integrated into the NH State Police eTicket program, previously completed by this same contractor. This work will enable local law enforcement agencies to send electronic motor vehicle citations from their cruisers through the eTicket server at DOS, and on to the DMV mainframe and to the courts (as applicable) then return electronic dispositions back to DMV and the sending agency.

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request For Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP was to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work which supports the upgrade and replacement of the entire DMV System. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost (Governor and Council approved 4/27/2011 #83). The consultants have exceeded expectations in delivering consistently high quality services at very low rates, consequently the contract was extended in August 2012 to an expiration date of June 30, 2014 and increased the limit to \$701,020 (Governor and Council approved 8/22/2012 #72A).



His Excellency, Governor John H. Lynch  
and the Honorable Council

November 27, 2012

Page 2 of 2

The J-One initiative has already completed work on Statewide electronic warrants, an Automated Fingerprint Identification interface to the State's Criminal History repository, and is in the final stages of testing an electronic complaint and disposition module from local law enforcement to the State's Court System, on to Criminal History and the State Department of Corrections. This particular contract amendment will secure experienced developers from NIIT to perform e-Citation implementation services the State staff cannot cover with current staff. It is time critical based on the end-date of other third party contracts.

Respectfully Submitted,



John J. Barthelmes  
Commissioner of Safety





**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](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Acting Commissioner*

November 14, 2012

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. by increasing the contract amount to provide project development services through June 30, 2014, as described below and referenced as DoIT No. 2011-017B.

The original contract provides expert development services, for Java, .NET and COBOL applications for the Department of Safety. This contract amendment increases the contract value by \$150,000 to a total of \$851,020 to provide project development services for a multi-year project to integrate and automate e-Ticketing into the State Police, local police departments, and the Department of Motor Vehicles.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PH/dcp  
DOS 2011-017B

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



**State of New Hampshire  
Department of Safety Staff Augmentation  
RFP 2011-017  
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-017, on April 27, 2011, Item # 83 (herein after referred to as the "Agreement") and amended on August 22 Item # 72A, NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$150,000 to bring the total contract price to \$851,020.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$701,020 to \$851,020.

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

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

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$851,020 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

**Table 2 Contract 2011-017 – DOS Staff Augmentation Contract**

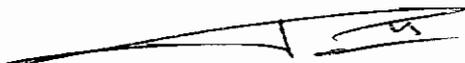
<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
2011-017	Original Contract	6/30/2013	\$467,420
2011-017 Amendment A	Amendment to Increase Funding and Term	6/30/2014	\$233,600
2011-017 Amendment B	Amendment to Increase Funding	6/30/2014	\$150,000
	<b>CONTRACT TOTAL</b>		<b>\$851,020</b>



**State of New Hampshire**  
**Department of Safety Staff Augmentation**  
**RFP 2011-017**  
**Staff Augmentation Contract**  
**CONTRACT AMENDMENT B**

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

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

  
\_\_\_\_\_  
Ritesh Agrawal, Controller  
NIIT Technologies, Inc.

Date: 11/07/2012

Corporate Signature Notarized:  
STATE OF GEORGIA

COUNTY OF Cobb

On this the 7<sup>th</sup> day of Nov., 2012, before me, Ritesh Agrawal, the undersigned Officer \_\_\_\_\_, personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



**State of New Hampshire**

  
\_\_\_\_\_

Date: 11/28/12

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

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
David M. Hill

Date: 12/4/12



2019 FEB 15

2019 FEB 15

**CERTIFICATE OF AUTHORITY/VOTE**  
(Corporation with Notary Seal)

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

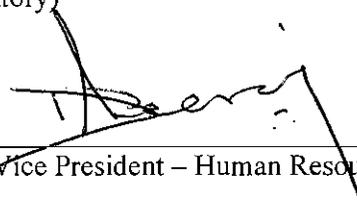
1. I am a duly elected Vice President – Human Resources of NIIT Technologies Inc.  
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17<sup>th</sup>, 2004.  
(Date given authority)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 11-07-2012.  
(Date Contract Signed)
4. Ritesh Agrawal is the duly elected Controller, of the Corporation.  
(Name of Contact Signatory) (Title of Contract Signatory)

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

STATE OF Georgia  
County of Cobb

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Nov, 2012, by Dheeraj Bhardwaj.  
(Name of person signing above, Vice President – Human Resources of the Corporation)



  
\_\_\_\_\_  
Notary Public / Justice of the Peace

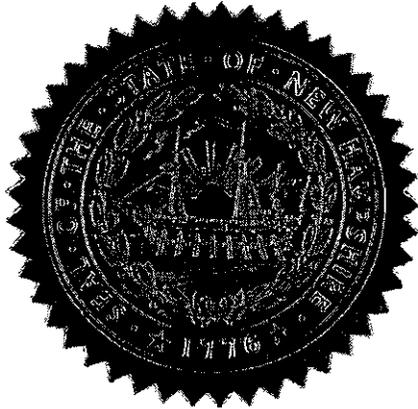
2/12/2013



State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of August, A.D. 2012

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

William M. Gardner  
Secretary of State





139318

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Robin Redfeam <b>PHONE (A/C, No, Ext):</b> 404-266-4151 <b>FAX (A/C, No):</b> 404-264-6849 <b>E-MAIL ADDRESS:</b> rredfeam@chubb.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Insurance Company	20303	INSURER B:	Federal Insurance Company	20281	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> NIIT (USA), INC. 1050 Crown Pointe Parkway Suite 500 Atlanta GA 30338																					

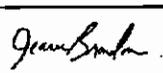
**COVERAGES**                      **CERTIFICATE NUMBER: 3595040**                      **REVISION NUMBER: See below**

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

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

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

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept. of Information Technology Chief Information Officer 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> 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 SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G4C 8-22-12  
#72A

JOHN J. BARTHELME  
COMMISSIONER

August 8, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Pursuant to Title 14:15, authorize the Department of Safety, Division of State Police to enter into a sole source contract amendment with NIIT Technologies Inc. (VC #165248-B001), 1050 Crown Pointe Pkwy Ste. 500 Atlanta, Georgia 30338, in the amount of \$233,600.00, increasing the contract amount from \$467,420.00 to \$701,020.00, and to extend the end date from June 30, 2013, to June 30, 2014, for the purpose of providing technical applications development services in support of the Division of Motor Vehicles, Division of State Police, Courts, and J-ONE. This original contract for \$467,420.00 was approved by the Governor and Council on April 27, 2011, as agenda item #83. Effective upon Governor and Council approval through June 30, 2014. Funding source: 100% Federal Funds.

Funding for the increase is outlined below for SFY2013 and is anticipated to be available upon the continued appropriation of funds in the SFY2014 operating budget with the ability to adjust between fiscal years with the approval of the Department of Administrative Services.

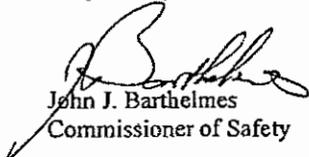
	<u>FY2013</u>	<u>FY2014</u>
02-23-23-234010-45650000 - Dept. of Safety - Div. of State Police - J-One Earmark		
046-500465 - Consultants - IT Consol-Non-Benefit	\$144,000.00	\$89,600.00
Act Code: JN06PR		
<b>Total</b>	<b>\$144,000.00</b>	<b>\$89,600.00</b>

### Explanation

This request is sole source as the amendment's amount is more than 10% of the original contract amount. The increased contract amount and the extended end date are necessary due to the difficulty of finding a consultant with the required qualifications to replace a consultant who left prior to the contract's end. The amended contract allows the DOS J-One project to hire one consultant for eighteen months to complete their project.

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP was to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work that supports the upgrade and replacement of the entire DMV System. The contract secures experienced developers to perform services the State staff cannot cover. This technical consulting resource work closely with DOS, DOIT, and JONE personnel, to define business requirements, design, write and test programs, and implement programs that support software changes necessary due to legislative mandated changes and will streamline business processes. An example is the J-One project that affects DOS - DMV, State Police, and the Courts with enhanced information. These developers are expected to work on short-term projects such as cleaning up COBOL data prior to conversion to the new DMV System. Experience areas include, but are not limited to, IDMS COBOL, web-based software, applications based upon JAVA, .NET and SQL. Fifteen proposals were received and reviewed by the evaluation team. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost.

Respectfully Submitted,

  
John J. Barthelme  
Commissioner of Safety



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S. William Rogers  
Commissioner

August 10, 2012

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. to extend the end date of the existing contract to provide project development services for J-ONE for the Department of Safety through June 30, 2014, as described below and referenced as DoIT No. 2011-017A.

The original contract provides expert development services, for Java, .NET and COBOL applications primarily for the Department of Safety, Division of Motor Vehicles. The contract amendment increases the base contract by \$233,600 and extends the contract term through June 30, 2014. One NIIT J-ONE resource will provide development, testing, requirement development and project coordination activities for a period of approximately 18 months.

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

Sincerely,

S. William Rogers

SWR/dcp  
DOS 2011-017A

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

**State of New Hampshire  
 Department of Safety Staff Augmentation  
 RFP 2011-017  
 CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-017, on April 27, 2011, Item # 83 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$233,600 to bring the total contract price to \$701,020.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date to June 30, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$467,420 to \$701,020.

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

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

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$701,020 for the period from the Effective Date through June 30, 2014. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

**IT Consultant Services Hourly Rates Table**

Payment Schedule	SFY 2013	SFY 2014
Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: Requirements		
Senior COBOL Developer	\$73	\$78
Senior/Junior COBOL Developer	\$65	\$70
Senior JAVA Developer	\$73	\$78
Senior/Junior JAVA Developer	\$65	\$70
Senior .NET Developer	\$73	\$78

State of New Hampshire  
 Department of Safety Staff Augmentation  
 RFP 2011-017  
 Staff Augmentation Contract  
 CONTRACT AMENDMENT A

Senior/Junior .NET Developer	\$65	\$70
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2. Amend Exhibit B by replacing Paragraph 1 in its entirety as follows:

**2. TOTAL CONTRACT PRICE**

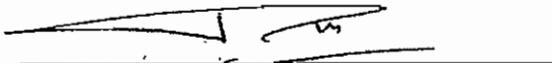
Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$701,020 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Contract 2011-017 – DOS Staff Augmentation Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2011-017	Original Contract	6/30/2013	\$467,420
2011-017 Amendment A	Amendment to Increase Funding and Term	6/30/2014	\$233,600
	<b>CONTRACT TOTAL</b>		<b>\$701,020</b>

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

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



Ritesh Agrawal, Controller  
 NIIT Technologies, Inc.

Date: 08/07/2012

Corporate Signature Notarized:

STATE OF GEORGIA

COUNTY OF Dekalb

On this the 7<sup>th</sup> day of August, 2012, before me, Ritesh Agrawal, the undersigned Officer \_\_\_\_\_, personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

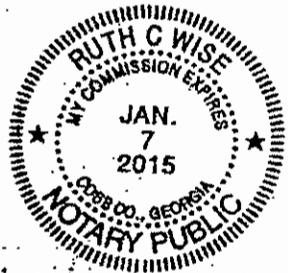
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Initial all pages  
 NIIT Initials

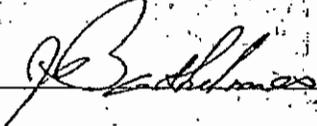
State of New Hampshire  
Department of Safety Staff Augmentation  
RFP 2011-017  
Staff Augmentation Contract  
CONTRACT AMENDMENT A

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: JAN 7, 2015  
(SEAL)



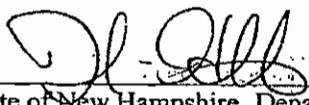
State of New Hampshire

  
\_\_\_\_\_

Date: 8/15/12

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

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
*Daniel Hill*

Date: 8/16/12



# CERTIFICATE OF LIABILITY INSURANCE

139318

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

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

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

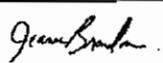
<b>PRODUCER</b> Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Robin Redfeam <b>PHONE (A/C, No, Ext):</b> 404-266-4151 <b>E-MAIL ADDRESS:</b> redfeam@chubb.com	<b>FAX (A/C, No):</b> 404-264-6849
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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJ</b> <input checked="" type="checkbox"/> <b>LOC</b>			35862638	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b>			73547354 \$100,000 Limit Hired Phys Damage Comp-\$500 Ded Coil-\$500 Ded	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED      RETENTION \$ 0			79839147	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71725711	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept. of Information Technology Chief Information Officer 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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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H/c to Dot 4/14/11



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G#C 4-27-11  
# 83

JOHN J. BARTHELME  
COMMISSIONER

April 5, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to exercise a contract with NIIT Technologies Inc. (Vendor #165248) of Atlanta Georgia, in an amount not to exceed \$467,420 for the purpose of providing technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles. Effective upon Governor and Council approval through June 30, 2013. Funding Source: 13% Highway Funds, 87% Federal Funds

Funds are available in the following account in SFY 2011 and anticipated to be available in SFY2012 and SFY 2013 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	FY2011	FY2012	FY2013
02-23-23-233010-1797 Dept of Safety - Div. of Motor Vehicles 10-145:2-I-A DMV Vision			
034-500099 Capital Projects - Major IT Systems	\$24,000	\$36,000	
02-23-23-233010-74210000 - Dept. of Safety - Division of Motor Vehicles - FFY 2010 Program Improvement			
046-500465 - Consultants - IT Consol-Non-Benefit	\$24,000	\$288,000	\$95,420
<b>Total</b>	<b>\$48,000</b>	<b>\$324,000</b>	<b>\$95,420</b>

### Explanation

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request For Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP is to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work which will support the upgrade and replacement of the entire DMV System. The contract will secure experienced developers to perform services the State staff cannot cover. These developers are expected to work on short term projects such as cleaning up COBOL data prior to conversion to the new DMV System. Experience areas will include but not be limited to IDMS COBOL, web-based software, applications based upon JAVA, .NET and SQL. Fifteen proposals were received and reviewed by the evaluation team. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost.

Respectfully Submitted,

John J. Barthelme  
Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964

2010-017 DMV Staff Augmentation Development

Company	Company Address	Candidate Experience 200 Pts Max	Company Qualifications and Experience 300 Pts Max	Consultant Cost Average	Consultant Cost 500 Pts Max	TOTAL 1000 Pts Max
System Skills	Nashua, NH	121.7	116.7	376.5	476.7	715.0
Ellison GP	Wakefield, MA	121.7	216.7	499.9	359.0	697.4
Dataman USA	Centennial, Co	58.3	150.0	358.9	500.0	708.3
InterBase	Anahelm, Ca	133.3	170.0	449.8	399.0	702.3
Hudson	Waltham, Ma	121.7	183.3	400.1	448.6	753.6
CNC Consult	Englewood, NJ	111.7	118.7	393.1	455.5	684.8
TRS	Ozone Park, NY	131.7	180.0	448.9	399.8	711.5
Cyret Tech	Manassas, Va	86.7	166.7	545.0	329.3	582.6
NIIT Tech	Atlanta, Ga	168.3	268.3	396.4	452.8	889.4
Kforce	Burlington, Ma	123.3	205.0	540.1	332.3	660.6
SoftSol Tech	Fremont, Ca	140.0	215.0	391.5	458.4	813.4
US Tech Sol	Boston, Ma	115.0	150.0	459.5	390.6	655.6
Digital Prosp	Exeter, NH	116.7	215.0	531.5	337.7	689.3
22nd Century	New York, NY	130.0	168.3	369.5	485.7	784.1
Compass S & P	Exeter, NH	120.0	180.0	396.6	452.5	752.5
					Max Points	889.4

Evaluation Team	Title
Brian Lambert	IT Manager
Jeff Niven	IT Manager
Dennis Roffman	IT Manager
Albert Sheldon	IT Manager



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S William Rogers  
Acting Commissioner

April 5, 2011

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

Dear Commissioner Barthelmes:

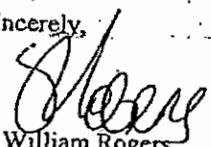
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with NIFT Technologies Inc. of Atlanta Georgia, in the amount of \$467,420 for staff augmentation to provide technical application development services as described below and referenced as DoIT No. 2011-017. The contract period will commence upon Governor and Council approval and extend through June 30, 2013.

The purpose of this contract is to procure technical consulting services for short term engagements to upgrade the Department of Motor Vehicles IDMS system as well as development work to support the upgrade and replacement of the entire DMV mainframe System. This contract will secure experienced developers to perform services the State staff cannot cover. Experience areas will include but not be limited to COBOL, NET and JAVA. This contract will help DOS to:

- Upgrade systems to comply with federally mandated requirements.
- Rewrite and replace DMV mainframe legacy applications.
- Cleanse archival data in preparation for conversion.

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

Sincerely,

  
S. William Rogers

SWR/dcp  
DOS 2011-017,  
RID 10686

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

**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY  
STAFF AUGMENTATION DEVELOPMENT RFP 2011-017 CONTRACT AGREEMENT- PART I**

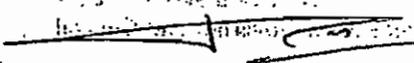
Subject: DOS DMV Staff Augmentation Development

**AGREEMENT**

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

**GENERAL PROVISIONS**

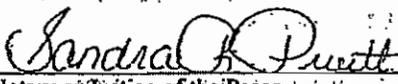
**1. IDENTIFICATION.**

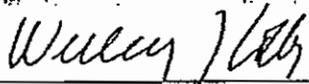
1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 1-770-551-9494	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$467,420
1.9 Contracting Officer for State Agency Wesley J. Colby		1.10 State Agency Telephone Number 603 271-1011	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	

1.13 Acknowledgment: State of Georgia, County of DeKalb

On, March 30<sup>th</sup>, 2011, 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

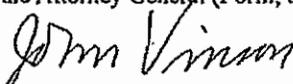
		 Name and Title of Notary of Justice of the Peace 3/30/2011 SANDRA R. PRUITT
---	--	--

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Wesley J. Colby Director
--	---

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: \_\_\_\_\_ Director, On: \_\_\_\_\_

1.17 Approval by the Attorney General (Form, Substance and Execution)

By:  On: 4-13-11

1.18 Approval by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

## 14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
DMV STAFF AUGMENTATION DEVELOPMENT, RFP 2011-017  
CONTRACT AGREEMENT- Part 2

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**TERMS AND DEFINITIONS**

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
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
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
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 processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract 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 Statement of Work,

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	Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
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.
Conversion Test	
COTS	Commercial off the Shelf
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	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency - Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency - Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency - Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

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<b>Deliverable</b>	A Deliverable is a fully qualified IT consultant provided by the Vendor to the State under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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
<b>Firm Fixed Price Contract</b>	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
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor



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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 requirements by supplying data processing 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
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 qualified IT personnel proposed as augmentation to State staff as a response to the 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 > <Address > <City, State, Zip > ence 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 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 1 <sup>st</sup>

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	through June 30 <sup>th</sup> 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 SOW.
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 <date for latest end of contract>
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Warranty Period	A period of coverage during which the contracted vendor 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. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5)





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The Contract will begin on the Effective Date and extend through June 30, 2013. The Term may be extended up to 2 years, ("Extended Term") at the sole option of the State, subject to the parties written agreement on applicable fees for each extended term, up to but not beyond June 30, 2015.

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

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

### 3. COMPENSATION

#### 3.1 Contract Price

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

#### 3.2 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, NOT TO EXCEED ("NIE") Contract with price and term limitations as set forth in the Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$467,420.00.

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

### 4. CONTRACT MANAGEMENT

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

#### 4.1 NIIT Technologies Inc. Contract Manager

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

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

#### 4.2 NIIT Technologies Inc. Key Project Staff

4.2.1 NIIT Technologies Inc. shall assign "Key Project Staff" who meet the requirements of the Contract, including but not limited to, the requirements set forth in RFP Appendix C: *Requirements and*





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As reasonably requested by the State, NIIT Technologies Inc. shall assist the State in preparing reports and presentations at no additional cost to the State.

**4.7 State-Owned Documents and Data**

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

**4.8 Records Retention and Access Requirements**

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

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

**4.9 Accounting Requirements**

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

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of NIIT Technologies Inc. personnel, identified and assigned. Background screening shall be completed before such personnel begin providing

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services. The State shall maintain the confidence of such background screening results in accordance with Contract Section 9: *Use of State's Information, Confidentiality.*

**5. DELIVERABLES**

NIIT Technologies Inc. shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the Vendor Proposal Response, Section IV: *Corporate Qualifications* to State of NH Request for Proposal (RFP) 2011-017 fulfilling the Requirements stated in the RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager as required under the Contract Documents.

**6. WARRANTY**

**6.1 Services**

NIIT Technologies Inc. shall warrant all Services provided in the Contract Documents. All Services shall be provided expeditiously, in a professional manner and will comply in accordance with the Specifications listed in the RFP Appendix C: *Requirements and Deliverables*, Section 6: *General Contract Requirements*, and RFP Appendix G: *General Standards and Requirement.*

**6.2 Personnel**

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

**6.3 Warranty Period**

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

**7. INTELLECTUAL PROPERTY**

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

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

**8. WORK FOR HIRE**

In performing its obligations under the Contract, the State and NIIT Technologies Inc. agree that any work created or prepared by NIIT Technologies Inc.'s personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

**8.1 Computer Use**

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







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

**10.5 Personnel**

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

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

10.5.3 John J. Barthelmes, DOS Commissioner, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**10.6. Dispute Resolution**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Consultant	Jeffrey Niven, State Project Manager (PM)	5 Business Days
First	Anand Jacob Cherian, VP	Albert Sheldon, DOS IT Team Lead	10 Business Days
Second	Lalit Dhingra	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.

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**10.7 Termination**

**10.7.1 Termination for Default**

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

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

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

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

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

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

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

**10.8 Termination for Convenience**

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

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

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**10.9 Termination for Conflict of Interest**

- 10.9.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance. The State shall pay all other contracted payments that would have become due and payable if NIIT Technologies Inc. did not know, or reasonably did not know, of the conflict.
- 10.9.2 In the event the Contract is terminated as provided above and NIIT Technologies Inc. knew or should have known of such a conflict, the State shall be entitled to declare NIIT Technologies Inc. in default, and to pursue remedies available at law and in equity.

**10.10 Termination Procedure**

- 10.10.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require NIIT Technologies Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 10.10.2 After receipt of a notice of termination, and except as otherwise directed by the State, NIIT Technologies Inc. shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities, and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of NIIT Technologies Inc. and in which the State has an interest;
  - d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State; any property which is required to be furnished to the State and which has been accepted or requested by the State; and
  - e. Provide written Certification to the State that NIIT Technologies Inc. has surrendered to the State all said property.

**10.11 Force Majeure**

Neither NIIT Technologies Inc. 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.

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CONTRACT AGREEMENT- Part 2

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

**10.12 Assignment, Delegation and Subcontracts**

NIIT Technologies Inc. shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

10.12.2 NIIT Technologies Inc. shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve NIIT Technologies Inc. of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT Technologies Inc. that may arise from any event of default; and the State will consider NIIT Technologies Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

**10.13 Indemnification**

**10.13.1 General**

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

**10.13.2 State's Immunity**

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

STATE OF NEW HAMPSHIRE  
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CONTRACT AGREEMENT- Part 2

**10.13.3 Survival**

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

**10.14 Limitation of Liability**

**10.14.1 State**

Subject to applicable laws and regulations, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and the Contract, the State's liability to NIIT Technologies Inc. shall not exceed \$667,420.00, the total Contract price set forth in SOW General Provisions Section 1.8.

**10.14.2 The Contractor**

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

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

**10.14.3 State's Immunity**

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

**10.14.4 Survival**

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

**10.15 Insurance**

**10.15.1 NIIT Technologies Inc. Insurance Requirement**

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

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

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CONTRACT AGREEMENT- Part 2

**10.16 Waiver of Event of Default**

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

**10.17 Notice**

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

**TO THE CONTRACTOR:**

NIIT Technologies Inc.  
Lalit Dhingra  
1050 Crown Pointe Parkway #500  
Atlanta, GA 30338  
Tel: (770) 551-9494

**TO STATE:**

State of New Hampshire  
Albert F. Sheldon  
Department of Safety  
33 Hazen Drive  
Concord, NH, 03305  
Tel: (603) 271-1077

**10.18 Amendment**

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

**10.19 Construction of Contract and Terms**

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

**10.20 Third Parties**

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

**10.21 Headings**

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

**10.22 Exhibits**

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

**10.23 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive including, but not limited to, the terms of Contract Section 4.8: *Records Retention and Access*



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 DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
 DMV STAFF AUGMENTATION DEVELOPMENT, RFP 2011-017  
 CONSOLIDATED EXHIBITS - Part 3  
 Exhibit A – Contract Deliverables

**1. INTRODUCTION**

NIT shall provide the State with selected IT Consultant personnel to augment the State's Department Staff for technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles, for the Department of Safety.

The Deliverable is fully qualified IT Consultant personnel with knowledge and experience as declared in NIT's Proposal response to RFP 2011-017, RFP Appendix E, and RFP Section E-2: *Candidates for Vendor IT Consultant Staff Roles*, dated 01-21-2010. NIT verifies that the IT Consultant personnel are capable of fulfilling the Requirements stated in RFP Appendix C, Section C-1: *Requirements* and detailed on the table below, and that they will be working on site for full business days on projects as directed by the State Project Manager.

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

**2. DELIVERABLE REQUIREMENTS**

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

**Deliverable Requirements**

REQ #	Requirement/Deliverable
1	Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: <i>Requirements</i>
2	Senior COBOL Developer
3	Senior/Junior COBOL Developer
4	Senior JAVA Developer
5	Senior/Junior JAVA Developer
6	Senior .NET Developer
7	Senior/Junior .NET Developer

Role specific job requirements are as follows:

**Senior JAVA Applications Developer-** This position requires five years of detailed experience utilizing JAVA 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.

**Senior Cobol/IDMS Applications Developer-** This position requires five years of detailed experience utilizing COBOL/IDMS technologies listed in the prior table. This position requires the ability to conceptualize future functionality by leveraging or extending the existing design and recommending

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
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CONSOLIDATED EXHIBITS - Part 3  
Exhibit A - Contract Deliverables

optimal solutions. This position requires the ability to provide direction, quality oversight, and technical training.

**Senior .NET Applications Developer-** This position requires five years of detailed experience utilizing .NET 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 JAVA Applications Developer-** This position requires three years of detailed experience utilizing JAVA technologies listed in the prior table.

**Junior Cobol/IDMS Applications Developer-** This position requires three years of detailed experience utilizing COBOL/IDMS technologies listed in the prior table.

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

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





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
DMV STAFF AUGMENTATION DEVELOPMENT, RFP 2011-017  
Exhibit C - Special Provisions

Contract Agreement Part 1- Section 12: *Assignment/Delegation/Subcontracts* reads:

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

It is changed to read:

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.



# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 4

#### POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

**4:15 Department Expenditures.** – The expenditure of any moneys appropriated or otherwise provided to carry on the work of any department of the state government shall be subject to the approval of the governor, with the advice of the council, under such general regulations as the governor and council may prescribe with reference to all or any of such departments, for the purpose of securing the prudent and economical expenditures of the moneys appropriated. Heads of departments, assistants and employees thereof shall not be allowed as expenses travel between their places of residence and their department offices, nor shall they be allowed board or lodging while in the place in which their offices are located. Notwithstanding the preceding provision, the governor and council may, by general regulation provide for the allowance of travel expenses where the department head, assistant or employee has a work assignment away from the place where his department office is located and it is more efficient for such person to proceed directly from his place of residence to such work assignment without reporting at his office.

**Source.** 1915, 49:1. PL 19:11. 1927, 131:1. 1941, 31:1. RL 27:17. RSA 4:15. 1969, 256:1, eff. Aug. 19, 1969.



H/C to Dott 4/14/11

G#C 4.27.11  
# 83



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 5, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to exercise a contract with NIIT Technologies Inc. (Vendor #165248) of Atlanta Georgia, in an amount not to exceed \$467,420 for the purpose of providing technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles. Effective upon Governor and Council approval through June 30, 2013. Funding Source: 13% Highway Funds, 87% Federal Funds

Funds are available in the following account in SFY 2011 and anticipated to be available in SFY2012 and SFY 2013 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	FY2011	FY2012	FY2013
02-23-23-233010-1797 Dept of Safety – Div. of Motor Vehicles 10-145:2-I-A DMV Vision			
034-500099 Capital Projects – Major IT Systems	\$24,000	\$36,000	
02-23-23-233010-74210000 - Dept. of Safety - Division of Motor Vehicles - FFY 2010 Program Improvement			
046-500465 - Consultants - IT Consol-Non-Benefit	\$24,000	\$288,000	\$95,420
<b>Total</b>	<b>\$48,000</b>	<b>\$324,000</b>	<b>\$95,420</b>

### Explanation

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request For Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP is to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work which will support the upgrade and replacement of the entire DMV System. The contract will secure experienced developers to perform services the State staff cannot cover. These developers are expected to work on short term projects such as cleaning up COBOL data prior to conversion to the new DMV System. Experience areas will include but not be limited to IDMS COBOL, web-based software, applications based upon JAVA, .NET and SQL. Fifteen proposals were received and reviewed by the evaluation team. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost.

Respectfully Submitted,

John J. Barthelmes  
Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964



2010-017 DMV Staff Augmentation Development

Company	Company Address	Candidate Experience 200 Pts Max	Company Qualifications and Experience 300 Pts Max	Consultant Cost Average	Consultant Cost 500 Pts Max	TOTAL 1000 Pts Max
System Skills	Nashua, NH	121.7	116.7	376.5	476.7	715.0
Eflassen GP	Wakefield, MA	121.7	216.7	499.9	359.0	697.4
Dalaman USA	Centennial, Co	58.3	150.0	358.9	500.0	708.3
InterBase	Anaheim, Ca	133.3	170.0	449.8	399.0	702.3
Hudson	Waltham, Ma	121.7	183.3	400.1	448.6	753.6
CNC Consult	Englewood, NJ	111.7	116.7	393.1	456.5	684.8
TRS	Ozone Park, NY	131.7	180.0	448.9	399.8	711.5
Cyret Tech	Manassas, Va	86.7	168.7	545.0	329.3	582.6
NIT Tech	Atlanta, Ga	168.3	268.3	396.4	452.8	889.4
Kforce	Burlington, Ma	123.3	205.0	540.1	332.3	660.6
SoftSol Tech	Fraemont, Ca	140.0	215.0	391.5	458.4	813.4
US Tech Sol	Boston, Ma	115.0	150.0	459.5	390.6	655.6
Digital Prosp	Exeter, NH	116.7	215.0	531.5	337.7	669.3
22nd Century.	New York, NY	130.0	168.3	369.5	485.7	784.1
Compass S & P	Exeter, NH	120.0	180.0	396.6	452.5	752.5
					Max Points	889.4

Evaluation Team	Title
Brian Lumbert	IT Manager
Jeff Niven	IT Manager
Dennis Roffman	IT Manager
Albert Sheldon	IT Manager



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

**S William Rogers**  
*Acting Commissioner*

April 5, 2011

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

Dear Commissioner Barthelmes:

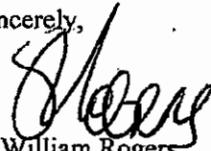
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with NIIT Technologies Inc. of Atlanta Georgia, in the amount of \$467,420 for staff augmentation to provide technical application development services as described below and referenced as DoIT No. 2011-017. The contract period will commence upon Governor and Council approval and extend through June 30, 2013.

The purpose of this contract is to procure technical consulting services for short term engagements to upgrade the Department of Motor Vehicles IDMS system as well as development work to support the upgrade and replacement of the entire DMV mainframe System. This contract will secure experienced developers to perform services the State staff cannot cover. Experience areas will include but not be limited to COBOL, .NET and JAVA. This contract will help DOS to:

- Upgrade systems to comply with federally mandated requirements,
- Rewrite and replace DMV mainframe legacy applications,
- Cleanse archival data in preparation for conversion.

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

Sincerely,

  
S. William Rogers

SWR/dcp  
DOS 2011-017,  
RID 10686

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

**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY  
STAFF AUGMENTATION DEVELOPMENT RFP 2011-017 CONTRACT AGREEMENT- PART 1**

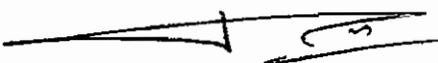
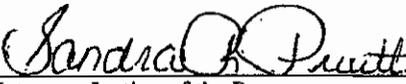
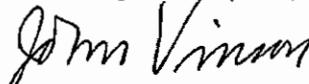
Subject: DOS DMV Staff Augmentation Development

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 1-770-551-9494	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$467,420
1.9 Contracting Officer for State Agency Wesley J. Colby		1.10 State Agency Telephone Number 603 271-1011	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	
1.13 Acknowledgement: State of Georgia, County of DeKalb On, March 30 <sup>th</sup> , 2011, 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 			
1.13.2 Name and Title of Notary or Justice of the Peace 3/30/2011 SANDRA R. PRUITT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Wesley J. Colby Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4-13-11			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

## 14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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







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	Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contracted Vendor</b>	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.
<b>Conversion Test</b>	
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	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
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

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<b>Deliverable</b>	A Deliverable is a fully qualified IT consultant provided by the Vendor to the State under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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
<b>Firm Fixed Price Contract</b>	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
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor





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	through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	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).
<b>Subcontractor</b>	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
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	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 SOW.
<b>Test Plan</b>	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.
<b>Term</b>	Period of the Contract from the Effective Date through <date for latest end of contract>
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	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. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5)

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	consecutive hours of work.
<b>Work Plan</b>	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.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the DEPARTMENT OF SAFETY (the "State"), and NIIT Technologies Inc. NIIT, a GA Corporation, having its principal place of business at 1050 Crown Pointe Parkway, #500, Atlanta, GA.

**RECITALS**

The State issued a Request for Proposal 2011-017 to procure staff augmentation for technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles for the Department of Safety.

NIIT Technologies Inc. submitted a Proposal in response to RFP 2011-017 to provide the staff augmentation for the State, with associated Services.

The parties agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- a. Part 1- State Terms and Conditions contained in the Form P-37
- b. Part 2- The Contract Agreement
- c. Part 3- Exhibits
  - Exhibit A Contract Deliverables
  - Exhibit B Price and Payment Schedule
  - Exhibit C Special Provisions
  - Exhibit D RFP 2011-017 incorporated by reference
  - Exhibit E The Contractor Proposal to RFP 2011-017, incorporated by reference
  - Exhibit F Certificates and Attachments

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions Form P-37.*
- b. *The General Contract Requirements*, as stated in the RFP Section 6.
- c. State of New Hampshire, Department of Safety Contract 2011-017;
- d. RFP 2011-017 DMV Staff Augmentation Development, dated December 7, 2010, with Addendums 1, 2 and 3 incorporated; then
- e. NIIT Technologies Inc.'s Proposal to RFP 2011-017, dated January 21, 2010

**2. CONTRACT TERM**

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

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The Contract will begin on the Effective Date and extend through June 30, 2013. The Term may be extended up to 2 years, ("Extended Term") at the sole option of the State, subject to the parties written agreement on applicable fees for each extended term, up to but not beyond June 30, 2015.

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

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

### **3. COMPENSATION**

#### **3.1 Contract Price**

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

#### **3.2 Non-Exclusive, NOT TO EXCEED Contract**

This is a Non-Exclusive, NOT TO EXCEED ("NTE") Contract with price and term limitations as set forth in the Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$467,420.00.

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

### **4. CONTRACT MANAGEMENT**

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

#### **4.1 NIIT Technologies Inc. Contract Manager**

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

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

#### **4.2 NIIT Technologies Inc. Key Project Staff**

**4.2.1** NIIT Technologies Inc. shall assign "Key Project Staff" who meet the requirements of the Contract, including but not limited to, the requirements set forth in RFP Appendix C: *Requirements and*



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Wesley J. Colby  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
TEL: (603) 271-1011  
FAX: (603) 271-4017  
EMAIL: wesley.colby@dos.nh.gov

#### 4.4 State Project Manager

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

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

The State Project Manager is:

Jeffrey A. Niven  
Department of Information Technology  
33 Hazen Drive  
Concord, NH 03305  
TEL: (603) 271-1021  
FAX: (603) 271-5534  
EMAIL: jeffrey.niven@doit.nh.gov

#### 4.5 Work Hours

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

#### 4.6 State Meetings and Reports

NIIT Technologies Inc. Contract Manager or NIIT Technologies Inc. Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of the Contract. NIIT Technologies Inc. Key Project Staff shall participate in meetings and produce reports as requested by the State, in accordance with the requirements and terms of the Contract Documents. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Accomplishments during weeks being reported;
- b. Planned activities for the upcoming two (2) week period;
- c. Future activities; and
- d. Issues and concerns requiring resolution.

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As reasonably requested by the State, NIIT Technologies Inc. shall assist the State in preparing reports and presentations at no additional cost to the State.

**4.7 State-Owned Documents and Data**

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

**4.8 Records Retention and Access Requirements**

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

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

**4.9 Accounting Requirements**

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

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of NIIT Technologies Inc. personnel, identified and assigned. Background screening shall be completed before such personnel begin providing

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services. The State shall maintain the confidence of such background screening results in accordance with Contract Section 9: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

NIIT Technologies Inc. shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the Vendor Proposal Response, Section IV: *Corporate Qualifications* to State of NH Request for Proposal (RFP) 2011-017 fulfilling the Requirements stated in the RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager as required under the Contract Documents.

**6. WARRANTY**

**6.1 Services**

NIIT Technologies Inc. shall warrant all Services provided in the Contract Documents. All Services shall be provided expeditiously, in a professional manner and will comply in accordance with the Specifications listed in the RFP Appendix C: *Requirements and Deliverables*, Section 6: *General Contract Requirements*, and RFP Appendix G: *General Standards and Requirement*.

**6.2 Personnel**

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

**6.3 Warranty Period**

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

**7. INTELLECTUAL PROPERTY**

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

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

**8. WORK FOR HIRE**

In performing its obligations under the Contract, the State and NIIT Technologies Inc. agree that any work created or prepared by NIIT Technologies Inc.'s personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

**8.1 Computer Use**

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

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

### **8.2 Email Use**

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

### **8.3 Internet/Intranet Use**

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

## **9. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

### **9.1 Use of State's Information**

In performing its obligations under the Contract, NIIT Technologies Inc. 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 Technologies Inc. shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for NIIT Technologies Inc.'s performance under the Contract, unless otherwise permitted under the Contract.

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**9.2 State Confidential Information**

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

Any disclosure of the State Confidential Information shall require prior written approval of the State. NIIT Technologies Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon NIIT Technologies Inc. regarding the State Confidential Information, and NIIT Technologies Inc. shall cooperate with the State in any effort it undertakes to contest the request, subpoena or other legal process at no additional cost to the State.

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

**9.3 NIIT Technologies Inc. Confidential Information**

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

**9.4 Survival**

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



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
DMV STAFF AUGMENTATION DEVELOPMENT, RFP 2011-017  
CONTRACT AGREEMENT- Part 2**

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

### 10.5 Personnel

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

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

10.5.3 John J. Barthelmes, DOS Commissioner, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

### 10.6 Dispute Resolution

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>THE CONTRACTOR</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Deepak Pant, Consultant	Jeffrey Niven, State Project Manager (PM)	5 Business Days
First	Anand Jacob Cherian, VP	Albert Sheldon, DOS IT Team Lead	10 Business Days
Second	Lalit Dhingra	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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
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**10.7 Termination**

**10.7.1 Termination for Default**

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

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

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

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

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

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

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

**10.8 Termination for Convenience**

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

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
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Except in the event of the foregoing, Force Majeure events shall not include NIIT Technologies Inc.'s inability to hire or provide personnel needed for NIIT Technologies Inc.'s performance under the Contract.

**10.12 Assignment, Delegation and Subcontracts**

NIIT Technologies Inc. shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**10.12.2** NIIT Technologies Inc. shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve NIIT Technologies Inc. of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT Technologies Inc. that may arise from any event of default; and the State will consider NIIT Technologies Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

**10.13 Indemnification**

**10.13.1 General**

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

**10.13.2 State's Immunity**

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
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**10.13.3 Survival**

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

**10.14 Limitation of Liability**

**10.14.1 State**

Subject to applicable laws and regulations, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and the Contract, the State's liability to NIIT Technologies Inc. shall not exceed \$667,420.00, the total Contract price set forth in SOW General Provisions Section 1.8.

**10.14.2 The Contractor**

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

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

**10.14.3 State's Immunity**

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

**10.14.4 Survival**

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

**10.15 Insurance**

**10.15.1 NIIT Technologies Inc. Insurance Requirement**

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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES  
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CONTRACT AGREEMENT- Part 2

**10.16 Waiver of Event of Default**

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

**10.17 Notice**

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

TO THE CONTRACTOR:

NIIT Technologies Inc.  
Lalit Dhingra  
1050 Crown Pointe Parkway #500  
Atlanta, GA 30338  
Tel: (770) 551-9494

TO STATE:

State of New Hampshire  
Albert F. Sheldon  
Department of Safety  
33 Hazen Drive  
Concord, NH, 03305  
Tel: (603) 271-1077

**10.18 Amendment**

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

**10.19 Construction of Contract and Terms**

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

**10.20 Third Parties**

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

**10.21 Headings**

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

**10.22 Exhibits**

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

**10.23 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive including, but not limited to, the terms of Contract Section 4.8: *Records Retention and Access*

STATE OF NEW HAMPSHIRE  
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DMV STAFF AUGMENTATION DEVELOPMENT, RFP 2011-017  
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*Requirements, Contract Section 4.9: Accounting Requirements, Contract Section 8: Work for Hire, Contract Section 9: Use of State's Information, Confidentiality and Contract Section 10.13: Indemnification shall survive the termination of the Contract.*

**10.24 Entire Contract**

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

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**CERTIFICATE**

I, Ritesh Agarwal, do hereby represent and certify that:

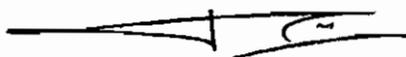
- (1) I am the Secretary and Controller of NIIT Technologies Inc., a Georgia corporation (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) As per the Bylaws of the Corporation adopted by the Board of Directors on March 17<sup>th</sup>, 2004, signatures of the President of this Corporation affixed to any contract, instrument or document related to the business of the Corporation shall bind the Corporation to the terms and conditions of the said contract, instrument or document:

RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the Division of Motor Vehicles of the Department of Safety, providing for the performance of certain IT Consulting services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said Contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) Lalit Kumar continues to hold the office of the President and Director of the Corporation. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary and Controller of the Corporation, 30<sup>th</sup> March 2011.

  
\_\_\_\_\_  
Ritesh Agarwal, Secretary and Controller  
STATE OF Georgia  
COUNTY OF Dekalb

On this the 30<sup>th</sup> day of March, 2011, before me, Ritesh Agarwal, personally appeared and acknowledged himself to be the Secretary and Controller, of NIIT Technologies Inc., a Georgia corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
3/30/2011  
My Commission Expires:  
2/12/2013



State of New Hampshire  
Department of State

CERTIFICATE

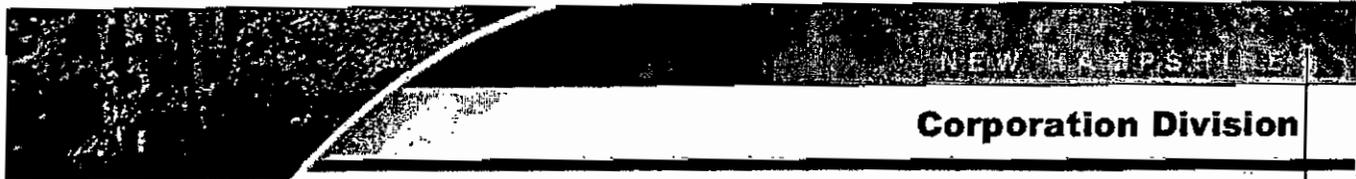
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NIIT Technologies Inc., a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on October 3, 2008. I further certify that all fees and annual reports required by the Secretary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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of March, A.D. 2011

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

William M. Gardner  
Secretary of State



Search  
 By Business Name  
 By Business ID  
 By Registered Agent  
 Annual Report  
 File Online

**Date:** 4/7/2011 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
NIIT Technologies Inc.	Legal
NIIT Technologies Inc.	Home State

**Corporation - Foreign - Information**

**Business ID:** 603245  
**Status:** Good Standing  
**Entity Creation Date:** 10/3/2008  
**State of Business.:** GA  
**Principal Office Address:** 1050 Crown Pointe Parkway  
 Atlanta GA 30338  
**Principal Mailing Address:** No Address  
**Last Annual Report Filed Date:** 3/28/2011  
**Last Annual Report Filed:** 2011

**Registered Agent**

**Agent Name:** C T Corporation System  
**Office Address:** 9 Capitol Street  
 Concord NH 03301  
**Mailing Address:**



Client#: 212321

NIITUSA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/31/10

**PRODUCER**  
Wells Fargo Ins Serv USA- AT,GA  
4401 Northside Pkwy, Suite 400  
Atlanta, GA 30327-3078  
770 850-0050

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
NIIT (USA), INC.  
1050 Crown Pointe Parkway; Suite 500  
Atlanta, GA 30338-7703

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Company	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	35862638	09/01/10	09/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Dam <input checked="" type="checkbox"/> \$100,000 Limit	73547354	09/01/10	09/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	79839147	09/01/10	09/01/11	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71725711	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		<b>OTHER BPP</b>	35862638	09/01/10	09/01/11	\$1,448,000.00/\$5000Ded
B		<b>Crime</b>	81609801	09/01/10	09/01/11	\$5,000,000/\$10,000Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 NAMED INSUREDS:NIIT(USA),INC.,NIIT TECHNOLOGIES, INC.,NIIT TECHNOLOGIES LIMITED.,  
 AUTO/UMBRELLA EXTEND TO INCLUDE ELEMENT K.

**CERTIFICATE HOLDER**

**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Francis R. Miller*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Department of Safety**  
**DMV Staff Augmentation Development**  
**DOS RFP 2011-017**

**5. PROPOSAL EVALUATION PROCESS**

**5.1 Scoring Proposals**

Each Proposal shall be evaluated and considered with regard to the services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates and cost.

The State shall issue an intent to award letter to a Vendor based on these evaluations. Should the State be unable to reach agreement with the Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all proposals are rejected.

The State shall use a scoring scale of 1000 points, which shall be applied to the Solution as a whole. Points will be distributed among three (3) factors:

- 200 points - Proposed Candidate's experience with type of requested services;
- 300 points - Company qualifications and experience (including any Subcontractor); and
- 500 points - Pricing/Rates
- 1000 points - Total Possible Score.





# State of New Hampshire

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

G & C 8-22-12  
#72A

JOHN J. BARTHELMES  
COMMISSIONER

August 8, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Pursuant to Title 14:15, authorize the Department of Safety, Division of State Police to enter into a sole source contract amendment with NIIT Technologies Inc. (VC #165248-B001), 1050 Crown Pointe Pkwy Ste. 500 Atlanta, Georgia 30338, in the amount of \$233,600.00, increasing the contract amount from \$467,420.00 to \$701,020.00, and to extend the end date from June 30, 2013, to June 30, 2014, for the purpose of providing technical applications development services in support of the Division of Motor Vehicles, Division of State Police, Courts, and J-ONE. This original contract for \$467,420.00 was approved by the Governor and Council on April 27, 2011, as agenda item #83. Effective upon Governor and Council approval through June 30, 2014. Funding source: 100% Federal Funds.

Funding for the increase is outlined below for SFY2013 and is anticipated to be available upon the continued appropriation of funds in the SFY2014 operating budget with the ability to adjust between fiscal years with the approval of the Department of Administrative Services.

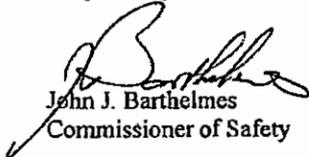
	<u>FY2013</u>	<u>FY2014</u>
02-23-23-234010-45650000 - Dept. of Safety - Div. of State Police - J-One Earmark		
046-500465 - Consultants - IT Consol-Non-Benefit	\$144,000.00	\$89,600.00
Act Code: JN06PR		
Total	\$144,000.00	\$89,600.00

### Explanation

This request is sole source as the amendment's amount is more than 10% of the original contract amount. The increased contract amount and the extended end date are necessary due to the difficulty of finding a consultant with the required qualifications to replace a consultant who left prior to the contract's end. The amended contract allows the DOS J-One project to hire one consultant for eighteen months to complete their project.

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP was to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work that supports the upgrade and replacement of the entire DMV System. The contract secures experienced developers to perform services the State staff cannot cover. This technical consulting resource work closely with DOS, DOIT, and JONE personnel, to define business requirements, design, write and test programs, and implement programs that support software changes necessary due to legislative mandated changes and will streamline business processes. An example is the J-One project that affects DOS - DMV, State Police, and the Courts with enhanced information. These developers are expected to work on short-term projects such as cleaning up COBOL data prior to conversion to the new DMV System. Experience areas include, but are not limited to, IDMS COBOL, web-based software, applications based upon JAVA, .NET and SQL. Fifteen proposals were received and reviewed by the evaluation team. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost.

Respectfully Submitted,

  
John J. Barthelmes  
Commissioner of Safety



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

S. William Rogers  
Commissioner

August 10, 2012

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with NIIT, Inc. to extend the end date of the existing contract to provide project development services for J-ONE for the Department of Safety through June 30, 2014, as described below and referenced as DoIT No. 2011-017A.

The original contract provides expert development services, for Java, NET and COBOL applications primarily for the Department of Safety, Division of Motor Vehicles. The contract amendment increases the base contract by \$233,600 and extends the contract term through June 30, 2014. One NIIT J-ONE resource will provide development, testing, requirement development and project coordination activities for a period of approximately 18 months.

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

Sincerely,

S. William Rogers

SWR/dcp  
DOS 2011-017A

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

**State of New Hampshire  
 Department of Safety Staff Augmentation  
 RFP 2011-017  
 CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-017, on April 27, 2011, Item # 83 (herein after referred to as the "Agreement"), NIIT Technologies, Inc. (NIIT) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$233,600 to bring the total contract price to \$701,020.

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

Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Completion Date to June 30, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$467,420 to \$701,020.

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

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

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed Contract with pricing Not to Exceed (NTE) \$701,020 for the period from the Effective Date through June 30, 2014. NIIT shall be responsible for performing its obligations in accordance with the Contract.

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

**IT Consultant Services Hourly Rates Table**

Payment Schedule	SFY 2013	SFY 2014
Fully qualified IT Consultant personnel with knowledge and experience as described in Section C-1: Requirements		
Senior COBOL Developer	\$73	\$78
Senior/Junior COBOL Developer	\$65	\$70
Senior JAVA Developer	\$73	\$78
Senior/Junior JAVA Developer	\$65	\$70
Senior .NET Developer	\$73	\$78

State of New Hampshire  
 Department of Safety Staff Augmentation  
 RFP 2011-017  
 Staff Augmentation Contract  
 CONTRACT AMENDMENT A

Senior/Junior .NET Developer	\$65	\$70
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2. Amend Exhibit B by replacing Paragraph 1 in its entirety as follows:

**2. TOTAL CONTRACT PRICE**

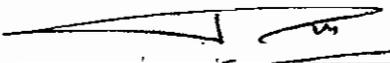
Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$701,020 ("Total Contract Price") as defined in the SOW General Provisions Section 1.4: *Not to Exceed Contract Price*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NIIT for all fees and expenses, of whatever nature, incurred by NIIT in the performance hereof.

Table 2 Contract 2011-017 – DOS Staff Augmentation Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2011-017	Original Contract	6/30/2013	\$467,420
2011-017 Amendment A	Amendment to Increase Funding and Term	6/30/2014	\$233,600
	<b>CONTRACT TOTAL</b>		<b>\$701,020</b>

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

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

  
 \_\_\_\_\_  
 Ritesh Agrawal, Controller  
 NIIT Technologies, Inc.

Date: 08/07/2012

Corporate Signature Notarized:

STATE OF GEORGIA

COUNTY OF Dekalb

On this the 7<sup>th</sup> day of August, 2012, before me, Ritesh Agrawal, the undersigned Officer \_\_\_\_\_, personally appeared and acknowledged her/himself to be the Controller, of NIIT Technologies, Inc., a corporation, and that she/he, as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Controller.

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

Initial all pages  
 NIIT Initials

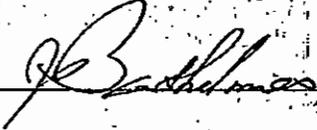
State of New Hampshire  
Department of Safety Staff Augmentation  
RFP 2011-017  
Staff Augmentation Contract  
CONTRACT AMENDMENT A

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: JAN 7, 2015  
(SEAL)



State of New Hampshire

  
\_\_\_\_\_

Date: 8/15/12

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

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
David M. Hill

Date: 8/16/12





# State of New Hampshire

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

H/c to Dott 4/14/11

G#C 4-27-11  
# 83

JOHN J. BARTHELMES  
COMMISSIONER

April 5, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles to exercise a contract with NIIT Technologies Inc. (Vendor #165248) of Atlanta Georgia, in an amount not to exceed \$467,420 for the purpose of providing technical applications development services in support of the maintenance and current product enhancement requirements for the Division of Motor Vehicles. Effective upon Governor and Council approval through June 30, 2013. Funding Source: 13% Highway Funds, 87% Federal Funds

Funds are available in the following account in SFY 2011 and anticipated to be available in SFY2012 and SFY 2013 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	FY2011	FY2012	FY2013
02-23-23-233010-1797 Dept of Safety - Div. of Motor Vehicles 10-145:2-I-A DMV Vision			
034-500099 Capital Projects - Major IT Systems	\$24,000	\$36,000	
02-23-23-233010-74210000 - Dept. of Safety - Division of Motor Vehicles - FFY 2010 Program Improvement			
046-500465 - Consultants - IT Consol-Non-Benefit	\$24,000	\$288,000	\$95,420
<b>Total</b>	<b>\$48,000</b>	<b>\$324,000</b>	<b>\$95,420</b>

### Explanation

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request For Proposal (RFP 2011-017) to the State of NH website. The purpose of the RFP is to procure technical consulting services for upgrading the Department of Motor Vehicles IDMS system as well as development work which will support the upgrade and replacement of the entire DMV System. The contract will secure experienced developers to perform services the State staff cannot cover. These developers are expected to work on short term projects such as cleaning up COBOL data prior to conversion to the new DMV System. Experience areas will include but not be limited to IDMS COBOL, web-based software, applications based upon JAVA, .NET and SQL. Fifteen proposals were received and reviewed by the evaluation team. NIIT Technologies, Inc. was selected based on the combined scoring criteria of company qualifications, candidate qualifications, and cost.

Respectfully Submitted,

John J. Barthelmes  
Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964

2010-017 DMV Staff Augmentation Development

Company	Company Address	Candidate Experience 200 Pts Max	Company Qualifications and Experience 300 Pts Max	Consultant Cost Average	Consultant Cost 500 Pts Max	TOTAL 1000 Pts Max
System Skills	Nashua, NH	121.7	116.7	376.5	476.7	715.0
Ellissen GP	Wakefield, MA	121.7	216.7	499.9	399.0	697.4
Osaman USA	Centennial, Co	58.3	150.0	358.9	500.0	708.3
InterBase	Anaheim, Ca	133.3	170.0	449.8	399.0	702.3
Hudson	Walham, Ma	121.7	183.3	400.1	448.6	753.6
CNC Consult	Englawood, NJ	111.7	118.7	393.1	456.5	684.8
TRS	Ozone Park, NY	131.7	180.0	448.9	399.8	711.5
Cyret Tech	Manassas, Va	86.7	166.7	545.0	329.3	582.6
NIT Tech	Atlanta, Ga	166.3	268.3	396.4	452.8	889.4
Kforce	Burlington, Ma	123.3	205.0	540.1	332.3	660.6
SoftSol Tech	Freemont, Ca	140.0	215.0	391.5	458.4	813.4
US Tech Sol	Boston, Ma	115.0	150.0	469.5	390.6	685.8
Digital Prosp	Exeter, NH	116.7	215.0	531.5	337.7	889.3
22nd Century	New York, NY	130.0	188.3	369.5	485.7	784.1
Compass S & P	Exeter, NH	120.0	180.0	396.6	452.5	752.5
					Max Points	889.4

Evaluation Team	Title
Brian Lambert	IT Manager
Jeff Niven	IT Manager
Dennis Roffman	IT Manager
Albert Shetdon	IT Manager



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

S William Rogers  
Acting Commissioner.

April 5, 2011

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with NIFT Technologies Inc. of Atlanta Georgia, in the amount of \$467,420 for staff augmentation to provide technical application development services as described below and referenced as DoIT No. 2011-017. The contract period will commence upon Governor and Council approval and extend through June 30, 2013.

The purpose of this contract is to procure technical consulting services for short term engagements to upgrade the Department of Motor Vehicles IDMS system as well as development work to support the upgrade and replacement of the entire DMV mainframe System. This contract will secure experienced developers to perform services the State staff cannot cover. Experience areas will include but not be limited to COBOL, NET and JAVA. This contract will help DOS to:

- Upgrade systems to comply with federally mandated requirements,
- Rewrite and replace DMV mainframe legacy applications,
- Cleanse archival data in preparation for conversion.

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

Sincerely,

  
S. William Rogers

SWR/dcp  
DOS 2011-017,  
RID 10686

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

**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY  
STAFF AUGMENTATION DEVELOPMENT RFP 2011-017 CONTRACT AGREEMENT- PART 1**

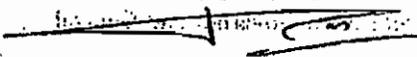
Subject: DOS DMV Staff Augmentation Development

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

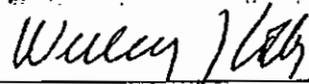
1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name NIIT Technologies Inc.		1.4 Contractor Address 1050 Crown Pointe Parkway, Suite 500 Atlanta, GA 30338	
1.5 Contractor Phone Number 1-770-551-9494	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$467,420
1.9 Contracting Officer for State Agency Wesley J. Colby		1.10 State Agency Telephone Number 603 271-1011	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, Controller and Secretary	

**1.13 Acknowledgement: State of Georgia, County of DeKalb**

On, March 30<sup>th</sup>, 2011, 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**

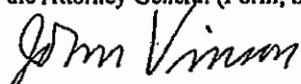
			
1.13.2 Name and Title of Notary or Justice of the Peace Sandra R. Pruitt		3/30/2011	

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Wesley J. Colby Director
--	---

**1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)**

By: \_\_\_\_\_ Director, On: \_\_\_\_\_

**1.17 Approval by the Attorney General (Form, Substance and Execution)**

By:  On: 4-13-11

**1.18 Approval by the Governor and Executive Council**

By: \_\_\_\_\_ On: \_\_\_\_\_

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

## 14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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**TERMS AND DEFINITIONS**

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
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
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
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 processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract 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 Statement of Work,

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	Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
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.
Conversion Test	
COTS	Commercial off the Shelf
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	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency - Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency - Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency - Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

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<b>Deliverable</b>	A Deliverable is a fully qualified IT consultant provided by the Vendor to the State under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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
<b>Firm Fixed Price Contract</b>	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
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor

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The Contract will begin on the Effective Date and extend through June 30, 2013. The Term may be extended up to 2 years, ("Extended Term") at the sole option of the State, subject to the parties written agreement on applicable fees for each extended term, up to but not beyond June 30, 2015.

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

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

### 3. COMPENSATION

#### 3.1 Contract Price

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

#### 3.2 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, NOT TO EXCEED ("NTE") Contract with price and term limitations as set forth in the Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$467,420.00.

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

### 4. CONTRACT MANAGEMENT

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

#### 4.1 NIIT Technologies Inc. Contract Manager

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

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

#### 4.2 NIIT Technologies Inc. Key Project Staff

4.2.1 NIIT Technologies Inc. shall assign "Key Project Staff" who meet the requirements of the Contract, including but not limited to, the requirements set forth in RFP Appendix C: *Requirements and*





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As reasonably requested by the State, NIIT Technologies Inc. shall assist the State in preparing reports and presentations at no additional cost to the State.

**4.7 State-Owned Documents and Data**

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

**4.8 Records Retention and Access Requirements**

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

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

**4.9 Accounting Requirements**

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

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of NIIT Technologies Inc. personnel, identified and assigned. Background screening shall be completed before such personnel begin providing

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services. The State shall maintain the confidence of such background screening results in accordance with Contract Section 9: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

NIIT Technologies Inc. shall provide the State with fully qualified IT Consultant personnel with knowledge and experience as declared in the Vendor Proposal Response, Section IV: *Corporate Qualifications* to State of NH Request for Proposal (RFP) 2011-017 fulfilling the Requirements stated in the RFP Appendix C: *Requirements and Deliverables*, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager as required under the Contract Documents.

**6. WARRANTY**

**6.1 Services**

NIIT Technologies Inc. shall warrant all Services provided in the Contract Documents. All Services shall be provided expeditiously, in a professional manner and will comply in accordance with the Specifications listed in the RFP Appendix C: *Requirements and Deliverables*, Section 6: *General Contract Requirements*, and RFP Appendix G: *General Standards and Requirement*.

**6.2 Personnel**

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

**6.3 Warranty Period**

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

**7. INTELLECTUAL PROPERTY**

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

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

**8. WORK FOR HIRE**

In performing its obligations under the Contract, the State and NIIT Technologies Inc. agree that any work created or prepared by NIIT Technologies Inc.'s personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

**8.1 Computer Use**

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

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

### 8.2 Email Use

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

### 8.3 Internet/Intranet Use

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

## 9. USE OF STATE'S INFORMATION, CONFIDENTIALITY

### 9.1 Use of State's Information

In performing its obligations under the Contract, NIIT Technologies Inc. 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 Technologies Inc. shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for NIIT Technologies Inc.'s performance under the Contract, unless otherwise permitted under the Contract.



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**10. GENERAL PROVISIONS**

**10.1 Conditional Nature of Contract**

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

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

**10.2 Compliance by NIIT Technologies Inc. with Laws and Regulations: Equal Employment Opportunity**

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

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

**10.2.3** If the Contract is funded in any part by monies of the United States, NIIT Technologies Inc. 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 Technologies Inc. further agrees to permit the State or United States, access to any of NIIT Technologies Inc.'s pertinent books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**10.3 Regulatory/Government Approvals**

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

**10.4 Access/Cooperation**

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

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

**10.5 Personnel**

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

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

10.5.3 John J. Barthelmes, DOS Commissioner, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**10.6 Dispute Resolution**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Deepak Pant, Consultant	Jeffrey Niven, State Project Manager (PM)	5 Business Days
First	Anand Jacob Cherian, VP	Albert Sheldon, DOS IT Team Lead	10 Business Days
Second	Lalit Dhingra	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.

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**10.7 Termination**

**10.7.1 Termination for Default**

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

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

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

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

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

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

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

**10.8 Termination for Convenience**

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

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

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**10.9 Termination for Conflict of Interest**

- 10.9.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance. The State shall pay all other contracted payments that would have become due and payable if NIIT Technologies Inc. did not know, or reasonably did not know, of the conflict.
- 10.9.2 In the event the Contract is terminated as provided above and NIIT Technologies Inc. knew or should have known of such a conflict, the State shall be entitled to declare NIIT Technologies Inc. in default, and to pursue remedies available at law and in equity.

**10.10 Termination Procedure**

- 10.10.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require NIIT Technologies Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 10.10.2 After receipt of a notice of termination, and except as otherwise directed by the State, NIIT Technologies Inc. shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities, and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of NIIT Technologies Inc. and in which the State has an interest;
  - d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State; any property which is required to be furnished to the State and which has been accepted or requested by the State; and
  - e. Provide written Certification to the State that NIIT Technologies Inc. has surrendered to the State all said property.

**10.11 Force Majeure**

Neither NIIT Technologies Inc. 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.

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

**10.12 Assignment, Delegation and Subcontracts**

NIIT Technologies Inc. shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**10.12.2** NIIT Technologies Inc. shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumed in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve NIIT Technologies Inc. of any of its obligations under the Contract; nor affect any remedies available to the State against NIIT Technologies Inc. that may arise from any event of default; and the State will consider NIIT Technologies Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

**10.13 Indemnification**

**10.13.1 General**

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

**10.13.2 State's Immunity**

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

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**10.13.3 Survival**

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

**10.14 Limitation of Liability**

**10.14.1 State**

Subject to applicable laws and regulations, in no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and the Contract, the State's liability to NIIT Technologies Inc. shall not exceed \$667,420.00, the total Contract price set forth in SOW General Provisions Section 1.8.

**10.14.2 The Contractor**

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

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

**10.14.3 State's Immunity**

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

**10.14.4 Survival**

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

**10.15 Insurance**

**10.15.1 NIIT Technologies Inc. Insurance Requirement**

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

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

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**10.16 Waiver of Event of Default**

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

**10.17 Notice**

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

**TO THE CONTRACTOR:**

NIIT Technologies Inc.  
Lalit Dhingra  
1050 Crown Pointe Parkway #500  
Atlanta, GA 30338  
Tel: (770) 551-9494

**TO STATE:**

State of New Hampshire  
Albert F. Sheldon  
Department of Safety  
33 Hazen Drive  
Concord, NH, 03305  
Tel: (603) 271-1077

**10.18 Amendment**

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

**10.19 Construction of Contract and Terms**

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

**10.20 Third Parties**

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

**10.21 Headings**

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

**10.22 Exhibits**

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

**10.23 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive including, but not limited to, the terms of Contract Section 4.8: *Records Retention and Access*

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*Requirements, Contract Section 4.9: Accounting Requirements, Contract Section 8: Work for Hire, Contract Section 9: Use of State's Information, Confidentiality and Contract Section 10.13: Indemnification shall survive the termination of the Contract.*

**10.24 Entire Contract**

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



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Exhibit A - Contract Deliverables :

optimal solutions. This position requires the ability to provide direction, quality oversight, and technical training.

**Senior .NET Applications Developer-** This position requires five years of detailed experience utilizing .NET 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 JAVA Applications Developer-** This position requires three years of detailed experience utilizing JAVA technologies listed in the prior table.

**Junior Cobol/IDMS Applications Developer-** This position requires three years of detailed experience utilizing COBOL/IDMS technologies listed in the prior table.

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

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



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Exhibit B - Price and Payment Schedule

**3. INVOICING**

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

NIIT shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

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

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

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

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

**5. OVERPAYMENTS**

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

**6. CREDITS**

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

**7. RIGHT TO OFFSET**

See Contract Agreement - Part 1 Section #5.3.

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Exhibit C -Special Provisions

Contract Agreement Part 1- Section 12: *Assignment/Delegation/Subcontracts* reads:

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

It is changed to read:

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverage's will give the State the coverage that is required by 14.1.1 of the P-37.

2011-017 Staff Augmentation

Initial All Pages:

NIIT's Initials

3/30/2011

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