



**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Turnpikes  
April 28, 2021

**REQUESTED ACTION**

1. Authorize the Department of Transportation to amend contract #5000591 with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, by increasing the contract amount by \$600,000.00 from \$51,889,724.83 to \$52,489,724.83 for E-ZPass credit card transaction fees for the Division of Operations, to be effective upon approval of Governor and Council through June 30, 2021. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25. 100% Turnpikes Funds

Funding is available as follows:

04-096-096-961017-7050	<u>FY 2021</u>
Credit Card Processing Services	
020-500205	\$600,000.00

2. Authorize the Department of Transportation to exercise contract renewal options with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, 92111, by increasing the contract amount by \$50,052,002.40 from \$52,489,724.83 for a new contract amount not to exceed \$102,541,727.23 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System from July 1, 2021 to June 30, 2024. The original contract was approved by Governor and Council on October 7, 2015, Item # 25. This is the first of three 3-year contract extensions for the continued operation of the E-ZPass back office system to support Electronic Tolling, Video Tolling and Violation Processing. 100% Turnpikes Funds

Funds to support this request are anticipated to be available in the following accounts in State FY 2022, State FY 2023 and State FY 2024 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-096-096-961017-7050			
Credit Card Processing Services			
020-500205	\$2,634,985.20	\$3,030,232.92	\$3,272,651.52
04-096-096-961017-7050			
Toll Collection			
102-500731			
Contract for Program Services	\$11,339,760.44	\$13,726,332.08	\$16,048,040.24

## EXPLANATION

RSA 237:16-b, as amended in 2001, authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 30, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

Between October 25, 2017 and June 24, 2020 Governor and Council approved 7 amendments through the extended, phased development and implementation of the system for the restructuring of the scheduled deliverables, incremental payment of project delivery and Operation and Maintenance costs, Merchant of Record responsibilities, and Key Performance Indicators. These amendments ensured that contract payments matched system functionality as the system phases were incrementally developed, tested and deployed to the current fully functional back office system.

This amendment is to address the continued operation and maintenance of the system as follows:

1. The Department requires additional funds in the contract for FY 21 under Class 20-line item to cover the increased credit card fees associated with the number of increased credit card payments. All Electronic Tolling at night has caused an increased number of invoices and violations being issued which resulted in an increased amount of credit card payments being processed.
2. The Department presently has provisions in the contract to extend Cubic's contract for a three-year extension followed by two additional three-year extensions, for a total of 9 years. The Department is requesting the first three-year extension be approved. The extension will provide the Department with the following services:
  - Processing of E-ZPass transactions in-state and by NH Accounts at out-of-State toll agencies (E-ZPass IAG financial reconciliation).
  - Processing violation documents in accordance with RSA 236:31.
  - Operation of Walk-In-Centers in Portsmouth, Nashua and Concord.
  - Opening and closing NH E-ZPass accounts.
  - Fund management on behalf of the State.
  - Automatic replenishments to accounts backed by credit cards.
  - Account management functions.
  - Transponder management.
  - SOC1 Audit
  - PCI Compliance
  - Processing all incoming mail and payments.

The contract extension also includes updates to Key Performance Indicators (KPI's), increase invoice processing timeframe per RSA 236.31, a provision for a temporary Walk-In-Center in Dover/Rochester area in preparation for All Electronic Tolling (AET), the punch list items from the Design Phase I-III, and enhancements to the existing E-ZPass Back Office Operating System as noted below.

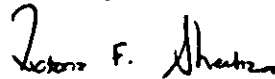
- Design Phase I-III Punch list:
  - Maine and Massachusetts DMV hold reciprocity through electronic files - Maine and Massachusetts DMV Hold Automation
  - Automation of Address Look up with the Maine Bureau of Motor Vehicles
  - Mobile Application
- Enhancements:
  - Transaction File transfer from the Lane/AET/ORT systems presently nightly to E-ZPass BOS to be changed to hourly to increase the image review processing with AET (\$32,500).
  - The necessary file transfer work for the future implementation of E-ZPass Group (IAG) HUB developed through our E-ZPass Group membership fee (Est. \$300,000). This HUB future interoperability with other tolling agencies outside of E-ZPass Group, will improve file transfer protocol and reduce the # of file transfers to one between agencies (presently we transfer files to 23 agencies).

There has been considerable investment in the Back Office System development and NHDOT believes it is in the best interest of the Department and E-ZPass customers to continue with this system and exercise the contract extension option with Cubic.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

cc: J. Corcoran, R. Dupuis



**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)

**Denis Goulet**  
*Commissioner*

April 29, 2021

Victoria F. Sheehan, Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), of San Diego, California, as described below and referenced as DoIT No. 2015-068 Amendment H.

This is an amendment to the current contract to extend the contract for an additional three years to provide professional services for the NH E-ZPass Customer Service Center.

The price limitation will increase by \$50,652,002.40, from \$52,489,724.83 to \$103,141,727.23, and the contract completion date will be extended from June 30, 2021 to June 30, 2024, effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik  
DOT 2015-068H

cc: Charlie Burns, IT Lead DoIT/DOT

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

**WHEREAS**, pursuant to an Agreement approved by Governor and Council, as a result of Back Office Systems (BOS) Request for Proposal, on October 7, 2015, (herein after referred to as the "Agreement"), Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, agrees to manage the BOS and E-ZPass Customer Service Center Program;

**WHEREAS**, pursuant to Provision 19.7 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 Council;

**WHEREAS**, the Governor and Council approved an amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on October 25, 2017 Item # 16, to be effective through June 30, 2018;

**WHEREAS**, the Governor and Council approved an amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on May 16, 2018 Item # 19A, to be effective through June 30, 2021;

**WHEREAS**, the Governor and Council approved an amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on July 27, 2018 Item #5B, to be effective through June 30, 2019;

**WHEREAS**, the Governor and Council approved an amendment #4 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on December 19, 2018 Item #5D to be effective through June 30, 2019;

**WHEREAS**, the Governor and Council approved an amendment #5 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on June 19, 2019 Item #102 to be effective through December 31, 2019;

**WHEREAS**, the Governor and Council approved an amendment #6 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on January 22, 2020 Item #31 to be effective through June 30, 2020;

**WHEREAS**, the Governor and Council approved an amendment #7 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on June 24, 2020 Item #58 to be effective through June 30, 2021;

**WHEREAS**, the Parties now wish to amend the Agreement as set forth in this Eight Amendment;

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WHEREAS, Cubic and the Department have agreed to amend the Agreement in certain respects:

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

**1. General Provisions of the Agreement (Form P-37), is hereby amended as follows:**

- a. Contract Amendment 8 for a three (3) year extension for State Fiscal years: 2022, 2023 and 2024 for the E-ZPass Customer Service Contract extension.
- b. On Form P-37, amend Section 1.4 of the General Provisions of the Agreement by adding address to 9233 Balboa Avenue San Diego, CA 92123
- c. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2021 and adding a new completion date of June 30, 2024.
- d. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$51,889,724.83 and adding a new price limitation of \$102,541,727.23.

**2. General Provisions- Section 1.1 Contract Documents is hereby amended to add the following:**

- a. Contract Amendment 8

**3. General Provisions- Section 1.2 Order of Precedence is hereby deleted and replaced as follows:**

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

1. Contract Amendment 8
2. Contract Amendment 7
3. Contract Amendment 6
4. Contract Amendment 5
5. Contract Amendment 4
6. Contract Amendment 3
7. Contract Amendment 2
8. Contract Amendment 1
9. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
10. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
11. Final State Responses to Vendor Inquiries to RFP 2015-068.
12. RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling and Violation processing dated December 9, 2014 with related attachments, appendices, and Addendum #1.
13. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

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**4.3) General Provisions-Section 2.2 Non-Exclusive, Not to Exceed Contract** is hereby deleted and replaced as follows:

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

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$102,541,727.23 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

**5. General Provisions-Section 3.25** is hereby deleted and replaced as follows:

Cubic Project Manager is:  
 Garv Salwan  
 Tel: +1 (978) 3641483  
 Email: [garv.salwan@cubic.com](mailto:garv.salwan@cubic.com)

**6. General Provisions-Section 3.3.3.1** is hereby deleted and replaced as follows:

Cubic Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members	Title
Garv Salwan	Project Manager
Chris George	Software Manager
Chris George	Data Migration Manager
Leandro Tenaglia	IT Manager
Balajee Vijayanagaram	Systems Test Engineering Manager
Andrew Mouw	Finance Manager
Garv Salwan	Back Office Operations Manager
Kurt Post	QC/QA Manager

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9. Exhibit B Section 1.2 Cost Summary Detail Table 1.2 is hereby amended as follows:

Table 1.2 Cost Summary Details

Description	FY 21	FY 22	FY 23	FY 24
Operational Costs		\$ 9,468,465.44	\$ 11,725,858.72	\$ 13,285,971.88
Pass Through Costs	\$ 600,000.00	\$ 4,506,280.20	\$ 5,030,706.28	\$ 5,766,284.88
End of Term Transition				\$ 268,435.00
<b>Sub-Total Operational Costs</b>	<b>\$ 600,000.00</b>	<b>\$ 13,974,745.64</b>	<b>\$ 16,756,565.00</b>	<b>\$ 19,320,691.76</b>
<b>Total Contract Price</b>				<b>\$ 50,652,002.40</b>

Pass-through amounts are budgetary estimates

10. Exhibit B Section 1.6 Cubic Operational Costs is hereby amending Table 1.6.5 Cubic Operational Costs FY 2021 to increase credit card fees as follows:

Table 1.6.5 Cubic Pass through FY 2021

YEAR 6 - FY21	
Pass Through Cost	Increase Cost Amount
Credit Card Fees	\$600,000

11. Exhibit B Section 1.6 Cubic Operational Cost is hereby amended to add the following new tables:

Table 1.6.6 Cubic Operational FY 2022

DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
<b>Pre-Paid E-ZPass Account Maintenance</b>						
Fixed Monthly Costs including LAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 256,269.43	1	12	\$ 3,075,233.16
Variable Monthly Cost including LAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 1,401.95	24	12	\$ 403,761.60
<b>Pre-Paid License Plate Account Maintenance</b>						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts)(excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,304.25	1	12	\$ 15,651.00
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 279.90	3	12	\$ 10,079.64
<b>Post-Paid Account (Invoice/Violation License Plate Processing)</b>						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 77,379.97	1	12	\$ 928,559.64
Variable Monthly Cost for First invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 15,484.19	17	12	\$ 2,746,694.76
<b>Post-Paid 7-Day License Plate Transaction Processing</b>						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,837.93	1	12	\$ 22,055.16
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 918.97	0	12	\$



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Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$	2,725.67	1	12	\$	32,708.04
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month Unit of 5,000)	Mo.	\$	681.42	52	12	\$	423,206.08
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$	937.95	1	12	\$	11,255.40
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month Unit of 5,000)	Mo.	\$	234.49	20	12	\$	56,277.60
Annual SOC 1 Audit Report	Lump		\$	170,000.00		1	\$	170,000.00
<b>Walk-In Center Operations</b>								
Concord Service Center	Fixed Monthly Fee	Mo.	\$	29,710.97		12	\$	356,531.64
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$	39,958.70		12	\$	479,504.40
Nashua Service Center	Fixed Monthly Fee	Mo.	\$	33,536.61		12	\$	402,439.32
							<b>FY 2022 Annual Sub-Total</b>	<b>\$ 9,135,957.44</b>
<b>Pass-Through Costs</b>								
Telephone Fees		Mo.	\$	3,705.54		12	\$	44,466.48
Other Communication Fees		Mo.	\$	8,115.71		12	\$	97,388.52
Postage Fees		Mo.	\$	140,000.00		12	\$	1,680,000.00
Cash Payment Network Fees		Mo.	\$	4,120.00		12	\$	49,440.00
Credit Card Fees		Mo.	\$	219,582.10		12	\$	2,634,985.20
							<b>Pass-Through Cost Sub-Total</b>	<b>\$ 3,456,280.20</b>
<b>Change Orders</b>								
Implementation of E-ZPass HUB	Lump		\$	300,000.00		1	\$	300,000.00
NCTX Files processed hourly	Lump		\$	32,508.00		1	\$	32,508.00
							<b>Change Order Cost Sub-Total</b>	<b>\$ 327,508.00</b>
							<b>FY 2022 Annual Total</b>	<b>\$ 13,974,745.64</b>

*Pass-Through Costs are budgetary estimates*

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Table 1.6.7 Cubic Operational FY 2023

DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
<b>Pre-Paid E-Pass Account Maintenance</b>						
Fixed Monthly Costs including IAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 262,419.90	1	12	\$ 3,149,038.80
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 1,431.59	18	12	\$ 482,338.24
<b>Pre-Paid License Plate Account Maintenance</b>						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts)(excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,335.58	1	12	\$ 16,026.96
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 286.71	4	12	\$ 13,762.08
<b>Post-Paid Account (Invoice/Violation License Plate Processing)</b>						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 79,237.09	1	12	\$ 950,845.08
Variable Monthly Cost for First invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 13,787.33	29	12	\$ 4,797,990.84
<b>Post-Paid 7-Day License Plate Transaction Processing</b>						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,832.04	1	12	\$ 22,584.48
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 941.03	0	12	\$
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,791.09	1	12	\$ 33,493.08
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 697.77	52	12	\$ 435,408.48
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 960.46	1	12	\$ 11,525.52
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month Unit of 1,000)	Mo.	\$ 240.11	20	12	\$ 57,626.40
Annual SOC 1 Audit Report		Lump	\$ 172,000.00		1	\$ 172,000.00
<b>Walk-In Center Operations</b>						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 30,824.03		12	\$ 369,888.36
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 40,917.31		12	\$ 491,011.52
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 34,341.49		12	\$ 412,097.88
<b>FY 2023 Annual Sub-Total</b> \$ 11,410,858.72						
<b>Pass-Through Costs</b>						
Telephone Fees		Mo.	\$ 4,446.64		12	\$ 53,359.68
Other Communication Fees		Mo.	\$ 8,359.18		12	\$ 100,310.16
Postage Fees		Mo.	\$ 189,678.95		12	\$ 2,276,147.40
Cash Payment Network Fees		Mo.	\$ 4,243.60		12	\$ 50,923.20
Credit Card Fees		Mo.	\$ 252,519.41		12	\$ 3,030,232.92
<b>Pass-Through Cost Sub-Total</b> \$ 3,030,232.92						
Change Order		Lump	\$ 315,000.00		1	\$ 315,000.00
<b>Change Order Cost Sub-Total</b> \$ 315,000.00						
<b>FY 2023 Annual Total</b> \$ 16,756,091.64						

Pass-Through Costs are budgetary estimates

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Table 1.6.8 Cubic Operational FY 2024

YEAR 9 - FY24						
DESCRIPTION	COMMIT	UNIT	Unit Cost	Est Qty	Months	Cost
<b>Pre-Paid E-ZPass Account Maintenance</b>						
Fixed Monthly Costs including IAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 268,717.98	1	12	\$ 3,224,613.76
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$ Month Unit of 5,000)	Mo.	\$ 1,470.05	32	12	\$ 564,499.20
<b>Pre-Paid License Plate Account Maintenance</b>						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts)(excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,367.64	1	12	\$ 16,411.68
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$ Month Unit of 1,000)	Mo.	\$ 293.59	6	12	\$ 21,138.48
<b>Post-Paid Account (Invoice/Violation License Plate Processing)</b>						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 31,138.78	1	12	\$ 373,665.36
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$ Month Unit of 5,000)	Mo.	\$ 14,118.22	38	12	\$ 6,437,908.32
<b>Post-Paid 7-Day License Plate Transaction Processing</b>						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,927.21	1	12	\$ 23,126.52
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$ Month Unit of 1,000)	Mo.	\$ 963.61	0	12	\$
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,955.09	1	12	\$ 34,296.96
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$ Month Unit of 5,000)	Mo.	\$ 714.52	52	12	\$ 445,860.48
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 983.52	1	12	\$ 11,802.24
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$ Month Unit of 5,000)	Mo.	\$ 245.88	20	12	\$ 59,011.20
Annual SOC 1 Audit Report		Lump	\$ 175,000.00		1	\$ 175,000.00
<b>Walk-In Center Operations</b>						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 31,154.21		12	\$ 373,850.32
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 41,899.74		12	\$ 502,796.88
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 35,165.69		12	\$ 421,988.28
<b>FY 2024 Annual Sub-Total</b>						<b>\$ 13,285,971.88</b>
<b>Pass-Through Cost</b>						
Telephone Fees		Mo.	\$ 4,737.91		12	\$ 57,094.92
Other Communication Fees		Mo.	\$ 8,609.96		12	\$ 103,319.52
Postage Fees		Mo.	\$ 240,892.27		12	\$ 2,890,768.00
Cash Payment Network Fees		Mo.	\$ 4,370.91		12	\$ 52,450.92
Credit Card Fees		Mo.	\$ 272,720.96		12	\$ 3,272,651.52
End of Term Transition Plan		Lump	\$ 268,435.00		1	\$ 268,435.00
<b>Pass-Through Cost Sub-Total</b>						<b>\$ 6,034,719.88</b>
<b>FY 2024 Annual Total</b>						<b>\$ 19,320,691.76</b>

Pass-Through Costs are budgetary estimates

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

12. Exhibit B Section 1.7 Cubic Labor Rates is here deleted and replaced as follows:

**1.7 Cubic Labor Rates**

The State may request additional Services from Cubic and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs July 1 through June 30 of the following calendar year.

**Table 1.7 Cubic Labor Rates Worksheet**

ITEM	STAFF POSITION	Fully Burdened Hourly Rate
1.	Project Manager	\$335.19
2	Data Migration Manager	\$335.19
3	Software Design Manager	\$289.82
4	Hardware Design Manager	\$218.26
5	System Test Manager	\$221.81
6	Maintenance Manager	\$221.81
7	Customer Service Center Operations Manager	\$214.02
8	Financial Manager	\$177.18
9	QA/QC Manager	\$70.15
10	Customer Service Representative Supervisor	\$50.58
11	Customer Service Representative 1	\$33.86
12	Customer Service Representative 2	\$36.19
13	Customer Service Representative 3	\$43.18
14	System Programmer	\$289.82
15	Database Administrator	\$218.26
16	System Administrator	\$146.39
17	Network Engineer/Architect	\$218.26
18	QA/QC System Integration Manager	\$221.81
19	Human Resource Manager	\$88.46
20	Project Administrator	\$48.82
21	Manager Store Front	\$74.81
22	Assistant Manager Store Front	\$50.58
23	BOS Manager	\$70.15
24	Logistics Clerk	\$39.39
25	Mail Room Clerk	\$36.19
26	Trainer	\$51.60

\* Labor Rates for additional years will be based on Cost of Living Adjustment (COLA).

\*\*Any travel for out of scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel Cubic shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursements must be supported by appropriate records and receipts.

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

**13) Exhibit B Section 2 Contract Price** is hereby deleted and replaced as follows:

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 \$102,541,727.23 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Cubic for all fees and expenses, of whatever nature, incurred by Cubic in the performance hereof. However, for purposes of the Contract Price, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount, the State shall increase the affected pass-through amount(s) accordingly without increasing the overall Contract Price.

**14. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated the Section Appendix C-1.3.4.1 Unpaid Toll Invoice/Violation Noticing, second paragraph is hereby amended as follows:**

Invoicing for unpaid tolls follows an escalation process beginning with a 1st Invoice thru a DMV registration hold if not paid. The 1st invoice shall be mailed within 60 days from the transaction's date. The System shall issue an Invoice or Violation notice at a configurable # of days i.e. 35 days. If 8 or more transactions occur on a license plate number prior to the configurable # of days, the Invoice shall be issued following the 7-day hold transaction processing rule. Table C- 8: Invoice/Violation Escalation Process represents the current Unpaid Toll invoicing and violation escalation process:

**15. Exhibit M NHDOT RFP 2015-068 (with Addenda) incorporated the following Sections are punch list items from the Phase I-III brought forward to this Amendment.**

- a. **Appendix C-1.3.4.2 Vehicle Registration Lookup** requirement for address look up information to be obtain through the State of Maine's DMV. This is a requirement to be completed by December 31, 2021 with the cooperation of Maine's DMV. The Contractor can request an extension beyond December 31, 2021 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.
- b. **Appendix C-1.3.4.3 New England Toll Violation DMV Hold Reciprocity** requirement is for automation of DMV Hold between States to be completed by June 30, 2022 with the cooperation of New Hampshire DMV, Maine DMV and Massachusetts Registry of Motor Vehicle. The Contractor can request an extension beyond June 30, 2022 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.
- c. **Appendix C-1.4.6 Mobile Application** requirement is for the implementation of a NH E-ZPass Mobile Application to be completed within six-months of the agreements being signed with Google and Apple. The Contractor can request an extension beyond the six months if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

16. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator 31 is hereby amended to read as follows:

Required Performance	Measurement	KPI Non-Compliance Points
Customer Average Monthly Wait time does not exceed 10 minutes.	Contractor to Provide performance measurement method.	5 points for each 30 second interval that exceeds the 10-minute monthly average  10 points for each 30 second interval that exceeds the 15 minute monthly average.

17. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator 38 is hereby amended to read as follows:

Required Performance	Measurement	KPI Non-Compliance Points
Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 10 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due Date

18. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator 37 is hereby amended to read as follows:

Required Performance	Measurement	KPI Non-Compliance Points
100% of refunds (not including inactive account refunds) issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Number of refunds issued in excess of the due date (system report and quality audit)	5 points for each refund is late 1 additional point for each 10 refunds that are past due for issuance

19. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator hereby amended to add KPI 37a:

Required Performance	Measurement	KPI Non-Compliance Points
100% of inactive account refunds issued within 20 days of the customer request date (as set out by NHDOT for issuing refunds)	Number of refunds issued in excess of the due date (system report and quality	5 points for each refund is late 1 additional point for each 10 refunds that are past due for issuance

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

	audit)	
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**20. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated the Section Appendix C-1.4.9 Annual SOC 1 Report paragraph is hereby amended as follows:**

The Contractor shall employ an authorized independent auditor to conduct a service audit in compliance with Statement on Standards for Attestation Engagements 16 (SSAE 16). The SSAE 16 audit shall be completed and a Service Organizations Controls (SOC 1) Report provided to NHDOT by August 31st of the first fiscal year of operations and each subsequent fiscal year of operations. This audit shall continue to be provided under any subsequent contract term extensions.


**21. The Agreement is hereby amended to add Exhibit P Back Office System Contract Amendment Descriptions as follows:**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>EFFECTIVE DATE</b>	<b>CONTRACT AMOUNT</b>
	Original Contract	October 7, 2015 through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	G&C approval date through June 30, 2018	\$0.00
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$0.00
Amendment # 3	Amendment 03	G&C approval date through December 31, 2018	\$0.00
Amendment # 4	Amendment 04	G&C approval date through June 30, 2019	\$0.00
Amendment # 5	Amendment 05	G&C approval date through December 31, 2019	\$0.00
Amendment #6	Amendment 06	G&C approval date through June 30, 2020	\$0.00
Amendment #7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
Amendment #8	Amendment 08	G&C approval date through June 30, 2024	\$50,652,002.40
	<b>CONTRACT TOTAL</b>		<b>\$102,541,727.23</b>

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 8**

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.

  
\_\_\_\_\_  
Cindy Adamos, Director of Contracts and Subcontracts  
Cubic Transportation Systems, Inc.

Date: Apr 22, 2021

Corporate Signature Notarized:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_


On this the \_\_\_\_ day of \_\_\_\_\_, 2021, before me,  
\_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_,  
of \_\_\_\_\_, a corporation, and that she/he, as such  
\_\_\_\_\_ 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  
\_\_\_\_\_.

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

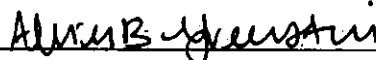
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

  
\_\_\_\_\_  
Victoria Sheehan,  
Commissioner  
State of New Hampshire  
Department of Transportation

Date: 5/5/21

  
\_\_\_\_\_  
Approval by Attorney General Office

Date: 5/25/21

\_\_\_\_\_  
Approval by the Governor and Council

Date: \_\_\_\_\_






# Contract Amendment 8\_Final 4.22.21\_sign

Final Audit Report

2021-04-22

Created:	2021-04-22
By:	cindy adamos (cindy.adamos@cubic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwR-cknGxFERRCBMQhGUd0ssjwyxXF9N

## "Contract Amendment 8\_Final 4.22.21\_sign" History

-  Document created by cindy adamos (cindy.adamos@cubic.com)  
2021-04-22 - 6:03:01 PM GMT- IP address: 149.63.0.134
-  Document e-signed by cindy adamos (cindy.adamos@cubic.com)  
Signature Date: 2021-04-22 - 6:08:30 PM GMT - Time Source: server- IP address: 149.63.0.134
-  Agreement completed.  
2021-04-22 - 6:08:30 PM GMT



Cubic Transportation Systems, Inc.  
9233 Balboa Avenue  
San Diego, CA 92123, USA  
+1 858 268 3100 +1 858 292 9987 (fax)

CUBIC TRANSPORTATION SYSTEMS, INC.  
INCUMBENCY CERTIFICATE

I, the undersigned, **Karen Blom**, in my capacity as Assistant Secretary of Cubic Transportation Systems, Inc., a California corporation (the "Corporation"), having its registered office at 9233 Balboa Avenue, San Diego, CA 92123 certify that, as such Officer, (a) I have access to all of the original records of the Corporation, (b) on this date, Cindy Adamos holds the title of Contracts Director of the Corporation, and (c) pursuant to her position with the Corporation, is authorized to execute and deliver on behalf of the Corporation contracts or agreements in connection with the State of New Hampshire Department of Transportation Back Office Systems to Support Electronic Tolling, Video Tolling and Violation Processing, Bureau of Turnpikes - Contract RFP 2015-068.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Assistant Secretary of the Corporation this 22nd day of April 2021.

A handwritten signature in black ink, appearing to read "Karen Blom", written over a horizontal line.

Karen Blom  
Assistant Secretary

# State of New Hampshire

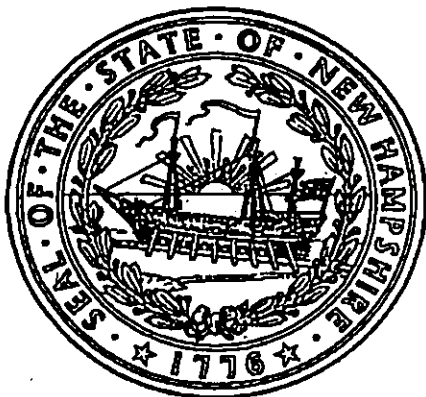
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CUBIC TRANSPORTATION SYSTEMS, INC. is a California Profit Corporation registered to transact business in New Hampshire on June 30, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 728366

Certificate Number: 0005355638



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2021

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

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

<b>PRODUCER</b> McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111	<b>INSURER A:</b> Continental Casualty Company NAIC # 20443	
	<b>INSURER B:</b> Transportation Insurance Company NAIC # 20494	
	<b>INSURER C:</b> American Casualty Company of Reading, Pennsylvania NAIC # 20427	
	<b>INSURER D:</b> Continental Insurance Company	
	<b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: GF94HHJH      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6075838847	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5094621644	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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	WC6072902292 - AZ, OR & MA WC6072902258 - CA WC6072902177 - AOS	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Contract RFP 2015-068.

State of New Hampshire, Department of Transportation is included as an additional insured as respects the General Liability policy. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days Notice of Cancellation (except for 10 days for non-payment of premium) to the certificate holder shown below. All where required by written contract, subject to policy terms, conditions, limitations and exclusions.

### CERTIFICATE HOLDER

State of New Hampshire Department of Transportation,  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, NH 03302-2950

### CANCELLATION

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



# EVIDENCE OF PROPERTY INSURANCE

GF94HHJH

DATE (MM/DD/YYYY)  
04/20/2021

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

AGENCY McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043		PHONE (A.C. No. Ext): 713-877-8975	COMPANY Zurich American Insurance Company	
FAX (A.C. No.): 713-877-8974	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER
INSURED Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111		EFFECTIVE DATE 10/01/2020		EXPIRATION DATE 10/01/2021
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION      PERILS INSURED | BASIC | BROAD | X | SPECIAL |

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Property	\$1,000,000	\$25,000


## REMARKS (Including Special Conditions)

Valuation: Replacement Cost

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS  e of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2950 Concord, NH 03302-2950	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2016/03)

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Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #5B  
date 6/24/20



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
June 5, 2020

**REQUESTED ACTION**

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), Vendor #267136. This amendment is to restructure the schedule for deliverables, payment of project delivery and Key Performance Indicators of the Contract effective July 1, 2020 to June 30, 2021. There is no additional cost as a result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

**EXPLANATION**

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 20, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

On July 27, 2018, Governor and Council approved an Amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5B, for the restructure of

the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

On December 19, 2018, Governor and Council approved an Amendment #4 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5D, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

On June 19, 2019, Governor and Council approved an amendment #5 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #102, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through December 31, 2019.

On January 22, 2020, Governor and Council approved an amendment #6 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #31, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2020.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 21 for the implementation of the Back Office System (BOS), including additional Work Orders described below and updated the projections on their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Several Contract Amendments restructured the contract with the initial BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2020. Additionally, the project delivery and Operation and Maintenance payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality by CY 2020 as described below.

Cubic will complete all the required Design Deliverables (Documentation, Manuals, testing) as required in the original contract to obtain Provisional Final System Acceptance through Phase IIIC by June 30, 2020 as described in the Contract Amendment. The amendment also describes the Final System Acceptance Phase IIID consisting of submittal of the Final System Design Document and DMV Hold Automation with Massachusetts and Maine. This work shall be completed by December 31, 2020. The Contract Amendment also includes the removal of a portion of the Design /Build requirement of the original contract for the work associated with General Ledger – GL data generation and validation, Lawson interface, trial balance implementation and associated KPI's. The savings for the removal of this scope of work is \$181,815.27 as described within the amendment.

The Operations and Maintenance cost will revert back to the Original Contract layout including Walk-in-Center and SOC 1 audit. Pass-Through costs have been increased due to an increase in Credit Card fee rate in combination with the increase in number of accounts and postage costs (as a result of additional accounts, increase in correspondence and increase in number of unpaid transactions (invoices) received for the Toll Lane system including Open Road Tolling).

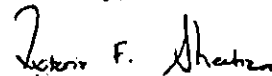
This amendment also includes three additional work orders: 1) Public Awareness Campaign promoting a Mobile Application, Cash Payment Network and to inform the public about the benefits of E-ZPass, which will primarily target the Dover –Rochester area in advance of the future AET implementation on the Spaulding Turnpike; 2) Software adjustments to accommodate E-ZPass Group (IAG) Specification file changes to support interoperability with other regionals in the USA; and 3) Software adjustments to allow the implementation of charging customers postage fees for the mailing of transponders.

The total contract cost will not exceed the amount specified in the original contract.

The amendment has been approved by the Attorney General as to form and execution. Funding for FY 2021 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments





**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)

**Denis Goulet**  
*Commissioner*

June 9, 2020

Victoria F. Sheehan, Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), of San Diego, California, as described below and referenced as DoIT No. 2015-068 Amendment G.

The purpose of this amendment is to restructure the schedule of deliverables, payment of project delivery and Key Performance Indicators of the contract effective July 1, 2020 to June 30, 2021. There is no additional cost as a result of this amendment.

This amendment shall become effective upon Governor and Executive Council approval through June 30, 2021.

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

Sincerely,

 for

Denis Goulet

DG/ik  
DOT 2015-068G

cc: Charlie Burns



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

May 26, 2020

Denis Goulet  
Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

Requested Action and Explanation

It is requested that the Department of Transportation (NHDOT) amend the current contract with Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) DOT 2015-068 Turnpikes Back Office System vendor

Explanation

This amendment is to:

- Restructure the schedule for deliverables, payment of project delivery and Key Performance Indicators of the Contract effective July 1, 2020 to June 30, 2021. There is no additional cost as result of this amendment.
- Change the Cubic Project manager.

The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

CAT#-DEPT#-AGENCY#-ACTIVIT#- ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY22
04-096-961017-7050 -020 current expense	\$ 2,625,996.14
04-096-961017-7050-102 contracts for program service	\$ 10,042,559.74
Fiscal Year Totals	\$12,668,555.88
Total	\$12,668,555.88



**Victoria F. Sheehan**  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**William Cass, P.E.**  
Assistant Commissioner

**CONTACT PERSON:**

Renee Dupuis  
Department of Transportation  
Bureau of Turnpikes  
Tel: (603) 485-3806  
Fax: (603) 485-2107  
Cell: (603) 848-7481  
renee.dupuis@dot.nh.gov

**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles Burns".

Charles Burns  
IT Leader – Transportation, DoIT at NHDOT

Approved by:

A handwritten signature in cursive script, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner  
Department of Transportation

RFP/Contract Number: DOT 2015-068 G

cc: DoIT Representative – Charles Burns  
DoIT Contracts and Procurements Manager – Irene Koffink@doit.nh.gov

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 7**

This Seventh Contract Amendment ("Seventh Amendment") is entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, (hereinafter referred to as "Department") and Cubic Transportation Systems, Inc. ("Cubic"), collectively referred to as ("the Parties").

**WHEREAS**, pursuant to an Agreement approved by Governor and Council, as a result of Back Office Systems (BOS) Request for Proposal, on October 7, 2015, (herein after referred to as the "Agreement"), Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, agrees to manage the BOS and E-ZPass Customer Service Center Program;

**WHEREAS**, pursuant to Provision 19.7 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 Council;

**WHEREAS**, the Governor and Council approved an amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on October 25, 2017 Item # 16, to be effective through June 30, 2018;

**WHEREAS**, the Governor and Council approved an amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on May 16, 2018 Item # 19A, to be effective through June 30, 2021;

**WHEREAS**, the Governor and Council approved an amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on July 27, 2018 Item #5B, to be effective through June 30, 2019;

**WHEREAS**, the Governor and Council approved an amendment #4 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on December 19, 2018 Item #5D to be effective through June 30, 2019;

**WHEREAS**, the Governor and Council approved an amendment #5 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on June 19, 2019 Item #102 to be effective through December 31, 2019;

**WHEREAS**, the Governor and Council approved an amendment #6 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on January 22, 2020 Item #31 to be effective through June 30, 2020;

**WHEREAS**, the Parties now wish to amend the Agreement as set forth in this Seventh Amendment;

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Cubic Transportation Systems, Inc. Initials

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Cubic Amendment 5 Contract Extension  
Page 1 of 12

**STATE OF NEW HAMPSHIRE**  
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**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 7**

WHEREAS, Cubic and the Department have agreed to amend the Agreement in certain respects:

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

**1. General Provisions- Section 1.1 Contract Documents** is hereby amended to add the following:

a. Contract Amendment 7

**2. General Provisions- Section 1.2 Order of Precedence** is hereby deleted and replaced as follows:

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

1. Contract Amendment 7;
2. Contract Amendment 6;
3. Contract Amendment 5;
4. Contract Amendment 4;
5. Contract Amendment 3;
6. Contract Amendment 2;
7. Contract Amendment 1;
8. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
9. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
10. Final State Responses to Vendor Inquiries to RFP 2015-068.
11. RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling and Violation processing dated December 9, 2014 with related attachments, appendices, and Addendum #1.
12. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

**3. General Provisions-Section 3.1 Cubic Contract Manager** is hereby deleted and replaced as follows:

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

Cindy Adamos  
Cubic Transportation Systems, Inc.  
Tel: (858) 505-2787  
Mobile: (858) 342-7942  
Email: CINDY.ADAMOS@cubic.com

**4. General Provisions-Section 3.25** is hereby deleted and replaced as follows:

Cubic Project Managers are:

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Cubic Transportation Systems, Inc. Initials

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Cubic Amendment 7 Contract Extension  
Page 2 of 12

**STATE OF NEW HAMPSHIRE  
Department of Transportation  
Bureau of Turnpikes  
RFP 2015-068**

**Back Office Systems to Support Electronic Tolling, Video  
Tolling & Violation Processing  
CONTRACT AMENDMENT 7**

Gillian Dirckze  
Tel: +1 (512) 550-1583  
Email: [Gillian.Dirckze@cubic.com](mailto:Gillian.Dirckze@cubic.com)

**5. General Provisions-Section 3.3.3.1 is hereby deleted and replaced as follows:**

Cubic Key Project Staff shall consist of the following individuals in the roles identified below:

<b>Key Members</b>	<b>Title</b>
Gillian Dirckze	Project Manager
Chris George	Software Manager
Chris George	Data Migration Manager
Leandro Tenaglia	IT Manager
Balajee Vijayanagaram	Systems Test Engineering Manager
Andrew Mouw	Finance Manager
Garv Salwan	Back Office Operations Manager
Kurt Post	QC/QA Manager

**6. General Provisions-Section 3.4 State Contract Manager is hereby deleted and replaced as follows:**

Renee Dupuis Department of Transportation Bureau of Turnpikes Tel: (603) 485-3806 Fax: (603) 485-2107 Cell: (603) 848-7481 <a href="mailto:renee.dupuis@dot.nh.gov">renee.dupuis@dot.nh.gov</a>	<b>US Mail:</b> PO Box 2950 Concord NH 03302-2950  <b>UPS, DHL, Federal Express (etc.):</b> 36 Hackett Hill Road Hooksett NH 03106
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**7. General Provisions-Section 3.5 State Project Manager is hereby deleted and replaced as follows:**

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

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

The State Project Manager is:

Renee Dupuis  
Department of Transportation  
Bureau of Turnpikes

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
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**CONTRACT AMENDMENT 7**

8. General Provisions-Section 17 Dispute Resolution Responsibility and Schedule Table is hereby deleted and replaced as follows:

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Gillian Dirckze Cubic Project Manager (PM)	Renee T. Dupuis State Project Manager (PM)	5 Business Days
<b>First</b>	Cindy Adamos Cubic Director Contracts	John W. Corcoran, Jr. Administrator	10 Business Days
<b>Second</b>	Kay Maloney Cubic Vice President & General Manager, Americas	Victoria F. Sheehan Commissioner	15 Business Days

9. Exhibit A Section 2 Deliverables, Milestones, and Activities Schedule is hereby amended to add the following:

**Phase III-A Provisional Go-Live (Completed)** – Phase III-A shall be defined as the period of operation from Go-Live on March 24, 2017 up to the effective date of Contract Amendment 1. The Parties agree that, pursuant to the terms of the Agreement, payments for Operations & Maintenance have not been made to Cubic for this Phase due to the incomplete design and build of the BOS. The Parties further agree that the Department, in its sole discretion, has made payments to Cubic for pass through costs actually incurred during this period in accordance with the terms of the Agreement. Additionally, the Parties agree that no further Operations & Maintenance payments are owed to Cubic for this Phase. Finally, the Parties agree that Key Performance Indicators (KPI) have not been implemented during this phase based on the incomplete design and build of the BOS.

**Phase III-B Stabilization (Completed)** – The Parties agree that the BOS has reached 60% (as of October 2017) of intended BOS functionality at the conclusion of Phase III-A. During Phase III-B, Cubic implemented Spirals 1-7 including 7A and 8 which comprised of programming enhancements to bring the BOS functionality to 80%. Payments for the Design & Build of this Phase were made in accordance with Table 1.5. Project Delivery Detail Cost Phase I –III-A-D.

**Phase III-C Post-Stabilization** – During this period Cubic has implemented Spirals 9, 11 & 12 and shall complete all the punch list items from all Spirals or other deficiency, and all deliverables noted in Table 2.1. Design/Testing/Implementation bringing the BOS functionality from 80% to 100% by June 30, 2020. Payments for Design & Build of this Phase were made in accordance with Table 1.5. Project Delivery Detail Cost Phase I –III A-D

**Phase III-D Final Acceptance** – Based on the completion and acceptance of Phase III-C Post-Stabilization the State shall grant Provisional Final Acceptance on July 1, 2020 allowing Cubic to begin Operations and

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Cubic Amendment 7 Contract Extension

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**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
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**Back Office Systems to Support Electronic Tolling, Video**  
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**CONTRACT AMENDMENT 7**

Maintenance payments per the Original contract as noted under Table 1.6.5 Operational Cost FY 21 included herein.

If Phase I-III C, is not completed and accepted by June 30, 2020, pursuant to the terms of the Original Contract, Cubic shall not receive any Operations and Maintenance (O&M) payments beginning July 1, 2020 forward until Phase I-III C is complete. These O&M payments will be retroactive after completion and acceptance of Phase I-III C Deliverables. The Contractor can request an extension beyond July 1, 2020 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

The Parties further acknowledge and agree that the scope of work associated with Spiral 10 (General Ledger – GL data generation and validation, Lawson interface, trial balance implementation and KPI's 38 & 39 per table C-9 Key Performance Indicators for FY2020) is hereby removed from the Contract and Exhibit M – NHDOT RFP 2015—68 (With Addenda Incorporated). The cost of the removed scope of work described herein shall be deducted from payment owed by the Department under Table 1.5. Project Delivery Detail Cost Phase I–III A-D. The final amount deducted to the Department shall be \$181,815.27.

Final Acceptance of Phase III-D shall be completed by December 31, 2020 and will be granted once the following items are completed:

- Final System Design Documents
- DMV Hold Automation

Payments for Final Acceptance Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I–III A-D. Any defect not identified in the Punch List pertaining to the items identified during Final Acceptance of Phase III-D and will be mutually reviewed, defect classification agreed and only Class A Deficiencies will be added to the Punch List. All other defects identified will be handled and tracked as part of the software and firmware maintenance under Operation and Maintenance.

Pursuant to the terms of the Original Contract, Cubic shall not receive any Operations and Maintenance (O&M) payments beginning January 1, 2021 forward until Phase III-D is complete. These O&M payments will be retroactive after completion and acceptance of Phase III-D Deliverables. The Contractor can request an extension beyond January 1, 2021 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.



**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**

**Back Office Systems to Support Electronic Tolling, Video  
Tolling & Violation Processing  
CONTRACT AMENDMENT 7**

10. Exhibit A Section 2.1 Design/Implementation/Testing is hereby amended by replacing Table 2.1 Design/Implementation/Testing with the table below.

**2.1 Design/Implementation/Testing**

Item No.	Deliverable/Milestone	Deliverable Type	Projected Delivery Date
1	Notice to Proceed/Performance Bond		Completed
2	Project Schedule (Baseline)	Written	Completed
3	Final Project Management Plan	Written	Completed
4	Final Implementation and Transition Plan	Written	Completed
5	Requirements Trace Document	Written	Completed
6	Draft Business Rules Document	Written	Completed
7	Draft Interface Control Documents	Written	Completed
8	Final Data Migration Plan	Written	Completed
9	Preliminary System Design Document	Written	Completed
10	Final Master Test Plan	Written	Completed
11	Final Interface Control Documents	Written	Completed
12	Final System Design Document	Written	Phase III-D
13	Final Go-Live Plan	Written	Completed
14	Final Business Rules Document	Written	Completed
15	Draft Standard Operating Procedures	Written	Completed
16	Draft Reports Manual	Written	Completed
17	Final Suspension of Operations Plan	Written	Completed
18	Draft User Manuals	Written	Completed
19	Final Disaster Recovery Plan & Business Continuity Plan	Written	Completed
20	Final Training Plan	Written	Complete
21	Final User Manuals	Written	Phase III C
22	Final Reports Manual	Written	Phase III C
23	Final Standard Operating Procedures	Written	Phase III C
24	Initial System Test Completion*	Written/Test	Removed
25	Interface & Commissioning Test Completion/Final Acceptance* AKA End to End Testing	Written/Test	Phase III-D
26	Data Migration & Go-Live Completion*		Completed
27	Final Acceptance*		Phase III-D
28	Retainage Released**	5.00%	Phase III-D

\*Completion shall be based on approval by NHDOT

\*\*Retainage Released after all final items, including satisfactory completion of all documentation, punch list issues are delivered, approved and closed.

\*Final due dates will be set based on Cubic Project Schedule approved by NHDOT.

**STATE OF NEW HAMPSHIRE**  
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**Back Office Systems to Support Electronic Tolling, Video**  
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**CONTRACT AMENDMENT 7**

11. Exhibit B Section 1.2 Cost Summary Details is hereby amended by replacing Table 1.2 Cost Summary Details with the table below.

Description	Contract Item Total
<b>Project Delivery Costs - Phases I-III A-D</b>	
Table 1.3-Design, Development & Implementation	\$9,201,598.00
Table 1.4-Walk-In-Center Setup Cost	\$298,402.00
<b>Project Delivery Phase I - III A-D Total Costs*</b>	<b>\$9,500,000.00</b>
* See Table 1.5 Project Delivery Detail Cost Phase I - III A-D for Spiral 10 reduction in cost	
<b>Operational Costs - Fiscal Year 2021</b>	
	<b>Table 1.6.5</b>
Operational Costs	\$ 7,519,982.86
Pass Through Costs <sup>1</sup>	\$ 4,181,097.18
End of Term Transition & Data Migration Support	\$ 225,000.00
E-ZPass Group Specification file change	\$ 432,600.00
Public Awareness Campaign	\$ 70,000.00
Public Awareness Campaign-Printing, Delivery/Mailing <sup>1</sup>	\$ 60,000.00
Transponder Postage	\$ 85,000.00
<b>Sub-Total Operational Costs</b>	<b>\$ 12,573,680.04</b>

<sup>1</sup> Pass-through amounts are budgetary estimates

Exhibit B of the Agreement, Section 1.2 Summary Cost Detail is hereby replacing the payment structure Table 1.5 Project Delivery Detail Cost Phase I - III under this section with the following table. This modifies the deliveries and milestones to reflect the actual status of the project. The changes result in no increase to the Contract costs.

**Table 1.5 Project Delivery Detail Cost Phase I - III A-D**

	Deliverable/Milestone	Payment Amount	Cum Pay Amt
<b>Total Cost Phase I - III A-D</b>		<b>\$9,500,000.00</b>	
<b>Initial Project Startup</b>		<b>6%</b>	
1	Notice to Proceed/Performance Bond	\$451,250.00	\$451,250.00
2	Project Schedule (Baseline)	\$90,250.00	\$541,500.00
<b>Phase III A Provisional Go-Live</b>		<b>39%</b>	
6	Draft Business Rules Document	\$451,250.00	\$992,750.00

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
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7	<i>Draft Interface Control Documents</i>	\$180,500.00	\$1,173,250.00
8	<i>Final Data Migration Plan</i>	\$180,500.00	\$1,353,750.00
14	<i>Final Business Rules Document</i>	\$180,500.00	\$1,534,250.00
20	<i>Final Training Plan</i>	\$180,500.00	\$1,714,750.00
24	<i>Initial System Test Completion</i>	\$0.00	\$1,714,750.00
NEW	Provisional Go-Live	\$451,250.00	\$2,166,000.00
26	<i>Data Migration &amp; Go-Live Completion</i>	\$722,000.00	\$2,888,000.00
16	<i>Draft Reports Manual</i>	\$180,500.00	\$3,068,500.00
NEW	RTM requirements deployed in production.	\$1,173,250.00	\$4,241,750.00
<b>Phase III B Stabilization (Including documentation)</b>		<b>31%</b>	
9	<i>Preliminary (Go-Live) System Design Document</i>	\$270,750.00	\$4,512,500.00
3	<i>Final Project Management Plan</i>	\$225,625.00	\$4,738,125.00
10	<i>Final Master Test Plan</i>	\$225,625.00	\$4,963,750.00
11	<i>Final Interface Control Documents</i>	\$180,500.00	\$5,144,250.00
5	<i>Requirements Trace Document</i>	\$90,250.00	\$5,234,500.00
4 & 13	<i>Final Implementation and Transition Plan (including Go-Live Plan)</i>	\$451,250.00	\$5,685,750.00
26	<i>Data Migration &amp; Go-Live Completion</i>	\$180,500.00	\$5,866,250.00
18	<i>Draft User Manuals</i>	\$180,500.00	\$6,046,750.00
19	<i>Draft Disaster Recovery Plan &amp; Business Continuity Plan</i>	\$90,250.00	\$6,137,000.00
23	<i>Draft Standard Operating Procedures</i>	\$270,750.00	\$6,407,750.00
NEW	Stabilization OST AKA Mini End to End Testing (regression + new functionality)	\$361,000.00	\$6,768,750.00
NEW	Stabilization Functionality per RTM Go-Live	\$451,250.00	\$7,220,000.00
<b>Phase III C Post-Stabilization (Including documentation)</b>		<b>16%</b>	
19A	<i>Final Disaster Recovery Plan &amp; Business Continuity Plan</i>	\$90,250.00	\$7,310,250.00
21	<i>Final User Manuals</i>	\$270,750.00	\$7,581,000.00
NEW	Post-Stabilization Spirals 8-9	\$180,500.00	\$7,761,500.00
22	<i>Final Reports Manual</i>	\$90,250.00	\$7,851,750.00
23A	<i>Final Standard Operating Procedures</i>	\$180,500.00	\$8,032,250.00
NEW	Post-Stabilization Spirals 11-12	\$36,000.00	\$8,068,250.00
17	<i>Final Suspension of Operations Plan</i>	\$180,500.00	\$8,248,750.00
25 & 27	<i>Final Acceptance/Interface &amp; Commissioning Test Completion AKA End to End Testing</i>	\$451,250.00	\$8,700,000.00

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**  
**Back Office Systems to Support Electronic Tolling, Video**  
**Tolling & Violation Processing**  
**CONTRACT AMENDMENT 7**

<b>Phase III D-Final Acceptance.</b>		<b>8%</b>	
NEW	Spiral 10 - General Ledger and NH First Integration	\$54,250.00	\$8,754,250.00
12	Final System Design Document	\$270,750.00	\$9,025,000.00
28	Retainage Released	\$475,000.00	\$9,500,000.00
<b>Spiral 10 Reduction from Retainage Release</b>			
28	Retainage Released	\$475,000.00	
NEW	Spiral 10 - General Ledger and NH First Integration D&B Payment	\$54,250.00	
NEW	Spiral 10 - General Ledger and NH First Integration Program Requirement Removal	(\$181,815.27)	(\$127,565.27)
NEW	Revised Retainage Released Reduction due to Removal of Spiral 10	\$475,000.00	\$347,434.73

12. Exhibit B Section 1.6 Cubic Operational Cost is hereby amended by replacing Table 1.6.5 Cubic Operational Cost for FY 21 with the table below.  
**Table 1.6.5: Cubic Operational Costs FY 2021**

DESCRIPTION	YEAR(CY) MONTH					
	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
<b>Pre-Paid E-ZPass Account Maintenance</b>						
Fixed Monthly Costs including IAQ Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 220,642.62	1	12	\$ 2,647,713.64
Variable Monthly Cost including IAQ Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month/Unit of	Mo.	\$ 1,264.78	27	12	\$ 407,259.16
<b>Pre-Paid License Plate Account Maintenance</b>						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,176.09	1	12	\$ 14,137.08
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 252.96	3	12	\$ 6,576.96
<b>Post-Paid Account Invoice/Violation License Plate Processing</b>						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 64,626.05	1	12	\$ 777,912.60
Variable Monthly Cost for First invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 11,912.32	12	12	\$ 1,805,371.20
<b>Post-Paid 7-Day License Plate Transaction Processing</b>						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,659.64	1	12	\$ 19,916.08
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 628.50	1	12	\$ 4,142.50
<b>Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing &amp; posting (0 to 20,000 transactions)</b>						
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,459.32	1	12	\$ 29,513.04
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 3,000)	Mo.	\$ 613.31	47	12	\$ 348,700.66
<b>Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing &amp; posting (0 to 20,000 transactions)</b>						
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 983.52	1	12	\$ 11,802.24
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 3,000)	Mo.	\$ 245.69	20	12	\$ 58,765.32
<b>Annual SOC 1 Audit Report</b>						
Annual SOC 1 Audit Report		Lump	\$ 170,000.00		1	\$ 170,000.00

Initial all pages  
Cubic Transportation Systems, Inc. Initials

DB  
KS

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2015-068**

**Back Office Systems to Support Electronic Tolling, Video  
Tolling & Violation Processing  
CONTRACT AMENDMENT 7**

<b>Walk-In Center Operations</b>						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 26,810.46		12	\$ 321,725.52
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 36,057.56		12	\$ 432,690.72
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 30,262.31		12	\$ 363,147.72
<b>FY 2021 Annual Sub-Total</b>						<b>\$ 7,319,982.86</b>
<b>Pass-Through Cost</b>						
Telephone Fees		Mo.	\$ 113,000.00		12	\$ 1,356,000.00
Cash Payment Network Fees		Mo.	\$ 4,000.00		12	\$ 48,000.00
Credit Card Fees		Mo.	\$ 218,833.01		12	\$ 2,625,996.14
Postage Fees		Mo.	\$ 104,712.42		12	\$ 1,256,549.08
Other Communication Fees		Mo.	\$ 7,879.33		12	\$ 94,551.96
<b>Pass-Through Cost Sub-Total</b>						<b>\$ 4,181,097.18</b>
<b>End of Term Transition</b>						
End of Transition Support & Data Migration Support		Lump	\$ 225,000.00			\$ 225,000.00
<b>End of Term Transition Sub-Total</b>						<b>\$ 225,000.00</b>
<b>Additional Work Orders</b>						
Public Awareness Campaign	Mobile Application and Cash Payment Network	Lump	\$ 70,000.00			\$ 70,000.00
Public Awareness Campaign-Printing, Delivery/Mailing	Mobile Application and Cash Payment Network	Pass through	\$ 60,000.00			\$ 60,000.00
E-ZPass Group Specification file change	Files changing for future interoperability	Lump	\$ 432,600.00			\$ 432,600.00
Transponder Postage	Postage cost to customer	Lump	\$ 85,000.00			\$ 85,000.00
<b>Additional Work Orders Sub-Total</b>						<b>\$ 647,600.00</b>
<b>FY 2021 Annual Total</b>						<b>\$ 12,573,680.04</b>

\*Note: All the end of term line items shall be paid as work orders

1 Pass-through amounts are budgetary estimates

13. Exhibit B Section 4 Payment Address is hereby deleted and replaced as follows:

All invoices shall be sent to the following address:

Renee Dupuis Department of Transportation Bureau of Turnpikes Tel: (603) 485-3806 Fax: (603) 485-2107 Cell: (603) 848-7481 renee.dupuis@dot.nh.gov	<b>US Mail:</b> PO Box 2950 Concord NH 03302-2950  <b>UPS, DHL, Federal Express (etc.):</b> 36 Hackett Hill Road Hooksett NH 03106
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STATE OF NEW HAMPSHIRE  
 Department of Transportation  
 Bureau of Turnpikes  
 RFP 2015-068  
 Back Office Systems to Support Electronic Tolling, Video  
 Tolling & Violation Processing  
 CONTRACT AMENDMENT 7

14. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator 31 is hereby amended to read as follows:

Required Performance	Measurement	KPI Non-Compliance Points
Customer Average Monthly Wait time does not exceed 10 minutes.	Contractor to Provide performance measurement method.	5 points for each 30 second interval that exceeds the 10-minute monthly average  10 points for each 30 second interval that exceeds the 15 minute monthly average.

15. The Agreement is hereby amended to add Exhibit P Back Office System Contract Amendment Descriptions as follows:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
	Original Contract	October 7, 2015 through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	G&C approval date through June 30, 2018	\$0.00
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$0.00
Amendment # 3	Amendment 03	G&C approval date through December 31, 2018	\$0.00
Amendment # 4	Amendment 04	G&C approval date through June 30, 2019	\$0.00
Amendment # 5	Amendment 05	G&C approval date through December 31, 2019	\$0.00
Amendment #6	Amendment 06	G&C approval date through June 30, 2020	\$0.00
Amendment #7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
	<b>CONTRACT TOTAL</b>		<b>\$51,889,724.83</b>

STATE OF NEW HAMPSHIRE

DR  
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STATE OF NEW HAMPSHIRE  
Department of Transportation  
Bureau of Turnpikes  
RFP 2015-068  
Back Office Systems to Support Electronic Tolling, Video  
Tolling & Violation Processing  
CONTRACT AMENDMENT 7

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

Robert Scott

Date: 6/5/2020

Robert Scott, Vice President of Contracts and Subcontracts  
Cubic Transportation Systems, Inc.

Corporate Signature Notarized:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_


On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me,  
\_\_\_\_\_, the undersigned Officer  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_  
of \_\_\_\_\_, a corporation, and that she/he, as such  
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

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

  
Victoria Sheehan,  
Commissioner  
State of New Hampshire  
Department of Transportation

Date: 6/7/2020

Takhmina Rakhmatova

Date: 06/10/2020

Approval by Attorney General Office



Date: JUN 24 2020

DEPUTY SECRETARY OF STATE

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Cubic Transportation Systems, Inc. Initials

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Cubic Amendment 7 Contract Extension  
Page 12 of 12

# State of New Hampshire

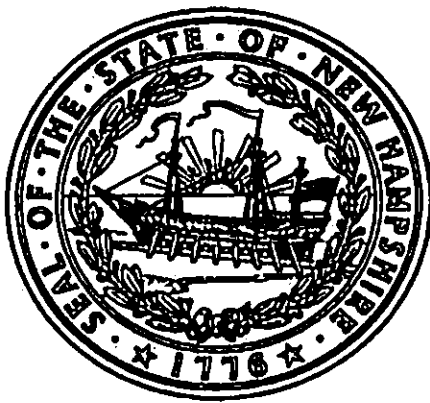
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CUBIC TRANSPORTATION SYSTEMS, INC. is a California Profit Corporation registered to transact business in New Hampshire on June 30, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 728366

Certificate Number: 0004912011



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2019

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

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

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.  
818 Town & Country Blvd, Suite 500  
Houston, TX 77024-4549

CONTACT NAME:  
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974  
E-MAIL ADDRESS:

INSURED  
Cubic Transportation Systems, Inc.  
5850 Kearny Mesa Road  
San Diego, CA 92111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Continental Casualty Company	20443
INSURER B :Transportation Insurance Company	20484
INSURER C :American Casualty Company of Reading, Pennsylvania	20427
INSURER D :Continental Insurance Company	
INSURER E :	
INSURER F :	

**COVERAGES** CERTIFICATE NUMBER: 2A2RGLVL REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6075838847	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5094621644	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6072902282 - AZ: OR & MA WC6072902258 - CA WC6072902177 - AOS	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Contract RFP 2015-088.

In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days Notice of Cancellation (except for 10 days for non-payment of premium) to the certificate holder shown below.

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Transportation,  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, NH 03302-2950

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



# EVIDENCE OF PROPERTY INSURANCE

ZA2RGLVL

DATE (MM/DD/YYYY)  
09/25/2019

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

<b>AGENCY</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549		<b>PHONE (AG. No. Ext):</b> 713-877-8975	<b>COMPANY</b> Zurich American Insurance Company	
<b>FAX (AG. No.):</b> 713-877-8974	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> INSURED Cubic Transportation Systems, Inc. 5850 Kearny Mesa Road San Diego, CA 92111		<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> PPR9137919-13	
		<b>EFFECTIVE DATE</b> 10/01/2019	<b>EXPIRATION DATE</b> 10/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	X	SPECIAL		
Property			X		\$1,000,000	\$25,000

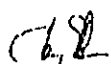
## REMARKS (Including Special Conditions)

Valuation: Replacement Cost

## CANCELLATION

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

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  State of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2950 Concord, NH 03302-2950	<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE
	<b>LOAN #</b>	
<b>AUTHORIZED REPRESENTATIVE</b> 		



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G-C-31  
Date 1/22/2020



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
December 30, 2019

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to retroactively amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), Vendor #267136. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract effective January 1, 2020 to June 30, 2020. There is no additional cost as a result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

EXPLANATION

This contract is retroactive because Cubic needed extra time for internal approvals on the contract amendment due to November and December holidays.

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 20, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

On July 27, 2018, Governor and Council approved an Amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5B, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

On December 19, 2018, Governor and Council approved an Amendment #4 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5D, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

On June 19, 2019, Governor and Council approved an amendment #5 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #102, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through December 31, 2019.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 20 for the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1 restructured the contract with the BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality.

Cubic was not able to complete all the required Spirals and Design Deliverables (Documentation, Manuals, testing) as required in Contract Amendment 3, 4 and 5. This amendment is to continue to restructure the contract to bring the BOS up to 100% functionality with the Spiral 10 completion, remaining Punch List items

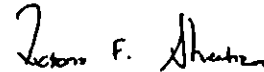
from the previous spirals, and Final System Acceptance testing by June 30, 2020. The monthly O&M cost structure up to June is based on the Original Contract FY 20 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned to allow for Spiral 10 cost to be included in the monthly payments. The increased monthly O&M payments are based on the positive effect of the additional functionality achieved under Spiral 10. Walk-in-Center and SOC 1 audit cost will be per the original contract. Pass-Through cost have increased due to increase in Credit Card fee rate in combination with the increase in number of accounts and the postage due additional accounts increase correspondence and increase of unpaid transactions (invoices) received for the Toll Lane system including Open Road Tolling. The total contract cost will not exceed that specified in the original contract. On July 1, 2020, the O&M payment structure reverts back to the Original Contract requirements.

This amendment also requires all Design Deliverables (Final Acceptance testing, final documentation and manuals) including Cash Payment Network and Automation of DMV Hold with Massachusetts and Maine to be completed by June 30, 2020.

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2020 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



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

**Denis Goulet**  
Commissioner

December 29, 2019

Victoria F. Sheehan, Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), of San Diego, California, as described below and referenced as DoIT No. 2015-068 Amendment F.

The purpose of this amendment is to restructure the contract to bring the NH E-Z Pass System up to 100% functionality with the remaining Spirals 9-12 by June 30, 2020. A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-Z Pass system. There is no additional cost as a result of this amendment.

This amendment shall become effective upon Governor and Executive Council approval. There is no change to the contract end date of June 30, 2021.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/tkv  
DOT 2015-068F

cc: Charlie Burns

STATE OF NEW HAMPSHIRE  
Department of Transportation  
Bureau of Turnpikes  
RFP 2015-068  
Back Office Systems to Support Electronic Tolling, Video  
Tolling & Violation Processing  
CONTRACT AMENDMENT 6

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.

Joe McDevitt  
Joe McDevitt, Vice President of Contracts and Subcontracts  
Cubic Transportation Systems, Inc.

Date: 12/17/2019



Corporate Signature Notarized:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me,  
\_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_,  
of \_\_\_\_\_, a corporation, and that she/he, as such  
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  
\_\_\_\_\_.

See Attached

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

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

My Commission Expires:

(SEAL)

Victoria Sheehan  
Victoria Sheehan,  
Commissioner  
State of New Hampshire  
Department of Transportation

Date: 1/2/20

Emily C. Young  
Approval by Attorney General Office

Date: 1/9/2020

[Signature]  
DEPUTY SECRETARY OF STATE

Date: JAN 27 2020

DEPUTY SECRETARY OF STATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego  
On December 17, 2019 before me, Heidi Runge, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Joe McDevitt  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heidi Runge  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Contract Amend to

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney In Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney In Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SM

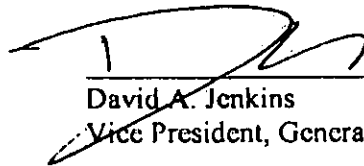




CUBIC TRANSPORTATION SYSTEMS, INC.  
INCUMBENCY CERTIFICATE

I, David A. Jenkins, Vice President, General Counsel & Secretary of Cubic Transportation Systems, Inc., a California corporation (the "Corporation"), certify that, as such Officer, (a) I have access to all of the original records of the Corporation and that Joe McDevitt has been duly elected to, and on this date holds the office of Vice President Contracts, and (b) pursuant to a resolution by the Board of Directors of this Corporation effective February 18, 2019, is authorized to execute and deliver, in their discretion, on behalf of the Corporation contracts or agreements in connection with the State of New Hampshire Department of Transportation Back Office Systems to Support Electronic Tolling, Video Tolling and Violation Processing, Bureau of Turnpikes - Contract RFP 2015-068. I further certify that said resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Secretary of the Corporation this 17<sup>th</sup> day of December 2019.

  
\_\_\_\_\_  
David A. Jenkins  
Vice President, General Counsel & Secretary



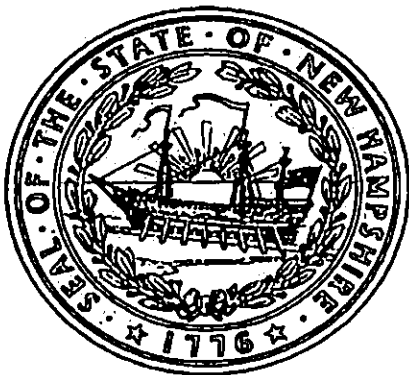
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CUBIC TRANSPORTATION SYSTEMS, INC. is a California Profit Corporation registered to transact business in New Hampshire on June 30, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 728366

Certificate Number: 0004629737



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of December A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2019

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

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

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.  
818 Town & Country Blvd, Suite 500  
Houston, TX 77024-4549

CONTACT NAME:  
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974  
E-MAIL:  
ADDRESS:

INSURED  
Cubic Transportation Systems, Inc.  
5650 Kearny Mesa Road  
San Diego, CA 92111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Transportation Insurance Company	20494
INSURER C: American Casualty Company of Reading, Pennsylvania	20427
INSURER D: Continental Insurance Company	
INSURER E:	
INSURER F:	

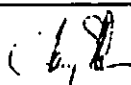
COVERAGES CERTIFICATE NUMBER: ZA2RGLVL REVISION NUMBER:

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 LN	TYPE OF INSURANCE	ADDL/SUBR INSD: WYO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  OTHER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCT <input type="checkbox"/> LOC		6075838847	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TREATED PER POLICY (LA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & AID INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (LA/OP/BI) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		5094621644	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROHIBITORY PARTIAL EXCLUSIVE BENEFIT MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC6072902292 - AZ, OR & MA WC6072902258 - CA WC6072902177 - AOS	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> P/LH STATUS <input type="checkbox"/> OFF-ER L.L. EACH ACCIDENT \$ 1,000,000 L.L. DISEASE - EA EMPLOYEE \$ 1,000,000 L.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Contract RFP 2015-068.

In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days Notice of Cancellation (except for 10 days for non-payment of premium) to the certificate holder shown below.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2950 Concord, NH 03302-2950	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 



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2019

ZA2RGLVL

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

AGENCY PHONE (A.C. No. Ext): 713-877-8975  
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.  
818 Town & Country Blvd, Suite 500  
Houston, TX 77024-4549

COMPANY  
Zurich American Insurance Company

FAX (A.C. No.): 713-877-8974 E-MAIL ADDRESS:

CODE: SUB CODE:  
AGENCY CUSTOMER ID #:  
INSURED  
Cubic Transportation Systems, Inc.  
5650 Kearny Mesa Road  
San Diego, CA 92111

LOAN NUMBER POLICY NUMBER  
PPR9137919-13  
EFFECTIVE DATE EXPIRATION DATE  
10/01/2019 10/01/2020  
CONTINUED UNTIL TERMINATED IF CHECKED  
THIS REPLACES PRIOR EVIDENCE DATED:

### PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD | X | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Property	\$1,000,000	\$25,000

### REMARKS (Including Special Conditions)

Valuation: Replacement Cost

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
State of New Hampshire Department of Transportation, Bureau of Turnpikes P O. Box 2950 Concord, NH 03302-2950	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE		



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Turnpikes  
May 24, 2019

**REQUESTED ACTION**

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), Vendor #267136. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract effective July 1, 2019 to December 31, 2019. There is no additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

**EXPLANATION**

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 20, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

On July 27, 2018, Governor and Council approved an Amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5B, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

On December 19, 2018, Governor and Council approved an Amendment #4 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5D, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 20 for the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1 restructured the contract with the BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality.

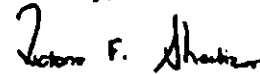
Cubic was not able to complete all the required Spirals and Design Deliverables (Documentation, Manuals, testing) as required in Contract Amendment 3 and 4. This amendment is to restructure the contract again to bring the BOS up to 100% functionality with the remaining Spirals 9-12 by December 31, 2019. The monthly O&M cost structure up to December is based on the Original Contract FY 19 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned to allow for additional Spiral cost per this request (Amendment 5) to be included in the monthly payments. The increased monthly O&M payments are based on the positive effect of the additional functionality achieved under each Spiral. Walk-in-Center and SOC 1 audit cost will be per the original contract. Pass-Through cost have increased due to increase in Credit Card fee rate in combination with the increase in number of accounts and the postage due additional accounts increase correspondence and increase of unpaid transactions (invoices) received for the Toll Lane system including Open Road Tolling. The total contract cost will not exceed that specified in the original contract. On January 1, 2020, the O&M payment structure reverts back to the Original Contract requirements.

This amendment also requires all Design Deliverables (Final Acceptance testing, final documentation and manuals) including Cash Payment Network and Automation of DMV Hold with Massachusetts and Maine to be completed by December 31, 2019.

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2020 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments



**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)

**Denis Goulet**  
*Commissioner*

May 21, 2019

**Victoria F. Sheehan**  
*Commissioner*  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), of San Diego, California, as described below and referenced as DoIT No. 2015-068 Amendment E.

The purpose of this amendment is to restructure the schedule for deliverables, payment of project delivery and operation and maintenance costs, and Key Performance Indicators of the contract effective July 1, 2019 to December 31, 2019. There is no additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

This amendment shall become effective upon Governor and Executive Council approval. There is no change to the contract end date of June 30, 2021.

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

Sincerely,

Denis Goulet

DG/ik  
DOT 2015-068E

cc: Charlie Burns





Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #5D  
Date 12-19-18



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
December 5, 2018

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), Vendor #267136. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract effective January 1, 2019 to December 31, 2019. There is no time extension or additional cost to the total contract amount as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25, and subsequently amended as detailed below.

EXPLANATION

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 20, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

On July 27, 2018, Governor and Council approved an Amendment #3 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item #5B, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 19 for the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; Invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1 restructured the contract with the BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance (O&M) payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality.

Cubic was not able to complete all the required Spirals and Design Deliverables (Documentation, Manuals, testing) as required in Contract Amendments 1 and 3. This amendment is to restructure the contract again to bring the BOS up to 100% functionality with the remaining Spirals 7-12 including 7A by June 30, 2019. The monthly O&M cost structure up through June is based on the Original Contract FY 19 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned to account for current system functionality and allow for additional Spiral cost per this request (Amendment 4) to be included in the monthly payments. The increased monthly O&M payments are based on the positive effect of the additional functionality achieved under each Spiral. Walk-in-Center and SOC 1 audit cost will be per the original contract. Pass-Through cost have increased due to increase in Credit Card fees (associated with the increase in number of accounts) and increase in postage costs (due to the increase in mailing costs associated with transponders, increase in number of correspondence issued, and increase in invoices and violations mailed). However, due to current lack of full system functionality, postage associated with invoices and violations are limited to 75%. The total contract cost will not exceed that specified in the original contract. On July 1, 2019, the O&M payment structure reverts back to the Original Contract requirements.

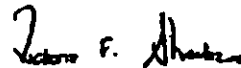
This amendment also requires all Design Deliverables (Final Acceptance testing, final documentation and manuals) except Cash Payment Network and Automation of DMV Hold with Massachusetts and Maine to be completed by June 30, 2019 and final completion by December 31, 2019.

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2019 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and

the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Shoeban". The signature is written in a cursive style with a large initial "V".

Victoria F. Shoeban  
Commissioner



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

**Denis Goulet**  
*Commissioner*

December 3, 2018

Victoria F. Sheehan  
Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), of San Diego, California, as described below and referenced as DoIT No. 2015-068 Amendment D.

The purpose of this amendment is the restructure of the schedule for deliverables, payment of Operation and Maintenance costs and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Executive Council on October 7, 2015, Item #25.

This amendment shall become effective upon Governor and Executive Council approval through June 30, 2021.

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

Sincerely,

*Chasanne Cuthbert*  
for Denis Goulet

DG/ik/ck  
DOT 2015-068D

cc: Julie Seiger



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

5B  
Date 7-27-18



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
August 3, 2018

Due to the tabling of item #5B at the July 27, 2018 Governor and Council Meeting, it is respectfully requested that the item be amended to make it retroactive.

**REQUESTED ACTION**

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to retroactively amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), San Diego, California, effective July 27, 2018. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

**EXPLANATION**

For there to be no interruption in operation and maintenance payments, it is requested that tabled item #5B be amended and approved retroactively, effective July 27, 2018.

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachments



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C # 5B  
Date 7-27-18



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
July 5, 2018

**REQUESTED ACTION**

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), San Diego, California. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

**EXPLANATION**

This amendment is to restructure the contract to bring the BOS up to 100% functionality with the remaining Spirals 7-12 by December 31, 2018. The monthly O&M cost structure up to December is based on the Original Contract FY 19 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned to allow for additional Spiral cost per Amendment 1 to be included in the monthly payments. The increased monthly O&M payments are based on the positive effect of the additional functionality achieved under each Spiral. Walk-in-Center and Pass Through cost will be per the original contract. The total O&M payment for FY 2019 up to December 31, 2018 will not exceed that specified in the original contract. On January 1, 2019, the O&M payment structure reverts back to the Original Contract requirements.

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 20, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic

Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 19 for the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

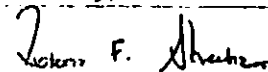
The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1 restructured the contract with the BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality.

This amendment also requires all Design Deliverables to be completed by June 30, 2019 as proposed in Contract Amendment #1.

The contract has been approved by the Attorney General as to form and execution. Funding for 2019 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



**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)

**Denis Goulet**  
*Commissioner*

July 10, 2018

Victoria F. Sheehan  
Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), as described below and referenced as DoIT No. 2015-068C.

The purpose of this amendment is the restructure of the schedule for deliverables, payment of Operation and Maintenance costs and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as a result of this amendment.

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

Sincerely,

Denis Goulet

DG/ik  
DOT-2015-068C

cc: Gail Hambleton, DoIT IT Lead



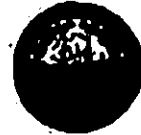
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Victoria F. Stoeber  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



William Carr, P.E.  
Assistant Commissioner

Bureau of Turnpikes  
April 20, 2018

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

**REQUESTED ACTION**

- Pursuant to RSA 237:15-a, Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$600,000 from the Turnpike General Reserve Account to budget and expend revenue for E-ZPass credit card transaction fees for the Division of Operations, to be effective upon Governor and Council approval through June 30, 2018. 100% Turnpike Funds.

**FROM:** 04-096-096-961017-363615-0000 Turnpike Fund Balance \$600,000

04-096-096-961017-78300000	Current Budget FY 2018	Requested Change	Revised Budget FY 2018
<b>Tpk Toll Collection</b>			
<b>Expenses:</b>			
020 500200 Current Expense	\$3,000,000	\$600,000	\$3,600,000
022 500255 Rents-Leases Other than State	1,855	0	1,855
023 500291 Heat, Electricity, Water	20,814	0	20,814
024 500225 Maint Other than Bldg-Goods	4,667,028	0	4,667,028
026 500251 Membership Fees	75,000	0	75,000
037 500166 Technology-Hardware	1,000	0	1,000
046 500463 Eng Consultants Non-Benefits	8,487,507	0	8,487,507
080 500710 Out of State Travel	9,008	0	9,008
102 500731 Contracts for Program Svcs	13,302,017	0	13,302,017
103 502664 Contracts for Operational Svcs	7,500	0	7,500
<b>Total</b>	<b>\$29,571,721</b>	<b>\$600,000</b>	<b>\$30,171,721</b>
<b>Source of Funds</b>			
<b>Revenue:</b>			
000017 Turnpike Fund	\$29,571,721	\$600,000	\$30,171,721

The audited Turnpike Fund Balance Surplus account as of June 30, 2017 was \$92.1 million, and is projected to be \$61.7 million as of June 30, 2018. See attached.

- Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional services contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136). This amendment is for Cubic to become the Merchant of Record for all credit card transactions, effective upon Governor and Council approval. There is no time extension or additional cost as

rent of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

#### EXPLANATION

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Transplants within the Division of Operations to be effective for a 6-year period through June 30, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an amendment to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VCS 267136) of San Diego, California, Item # 16, to be effective through June 30, 2018 for the restructuring of the contract for project deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators for fiscal year 2018.

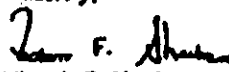
The original budget line item 04-096-096-961017-70500000-020-500200 Current Expense for payment of E-ZPass Credit Card fees was under estimated during the budget process. Based on the new merchant agreement rates and increase in E-ZPass usage, the credit card fees have increased for FY 18. Future credit card expenditures are being evaluated to determine if an increase will be needed in FY19 and if so it will be requested in a separate Governor and Council item.

A key deliverable to Contract Amendment #1 was for Cubic to become the Merchant of Record thus removing the Department of Transportation as the Merchant of Record. This was a requirement within the Contract's original RFP for the Back Office System and Customer Service Center. This amendment includes the Merchant Agreement between Cubic and Base Commerce to begin on May 16, 2018, or upon Governor and Council approval, whichever is the later.

The contract has been approved by the Attorney General as to form and execution. Contract funding for 2018 is available in the original contract. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

  
Victoria F. Sheehan  
Commissioner

Attachment



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

**Denis Goulet**  
Commissioner

March 14, 2018

**Victoria F. Shoeban**  
Commissioner  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Shoeban:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), as described below and referenced as DoIT No. 2015-068B.

The amendment authorizes the Department of Transportation (DOT), Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract with Cubic Transportation Systems, Inc. (Cubic) for the NH E-ZPass Back Office. This amendment removes the DOT as the Merchant of Record and names Cubic as the Merchant of Record. There is no time extension or additional cost as result of this amendment.

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

Sincerely,

**Denis Goulet**

DG/lk  
DOT 2015-068B

cc: Gail Hambleton



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

GIC # 5B  
Date 7-27-18



William Carr, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
July 5, 2018

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), San Diego, California. This amendment is to restructure the schedule for deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

EXPLANATION

This amendment is to restructure the contract to bring the BOS up to 100% functionality with the remaining Spirals 7-12 by December 31, 2018. The monthly O&M cost structure up to December is based on the Original Contract FY 19 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned to allow for additional Spiral cost per Amendment 1 to be included in the monthly payments. The increased monthly O&M payments are based on the positive effect of the additional functionality achieved under each Spiral. Walk-in-Center and Pass Through cost will be per the original contract. The total O&M payment for FY 2019 up to December 31, 2018 will not exceed that specified in the original contract. On January 1, 2019, the O&M payment structure reverts back to the Original Contract requirements.

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 30, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VCH 267136) of San Diego, California, Item # 16, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2018.

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic

Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California Item # 19A, for Cubic to become the Merchant of Record to be effective through June 30, 2021.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the continuation of the restructured contract in FY 19 for the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; invoicing/violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition, the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-in-Centers.

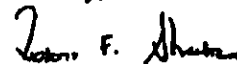
The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1 restructured the contract with the BOS functionality approximately 60% with a goal to complete all the remaining deliverables and the BOS up to 100% functionality by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance payment schedules were modified to reflect the estimated 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality.

This amendment also requires all Design Deliverables to be completed by June 30, 2019 as proposed in Contract Amendment #1.

The contract has been approved by the Attorney General as to form and execution. Funding for 2019 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-755-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

July 10, 2018

**Victoria F. Sheehan**  
**Commissioner**  
**State of New Hampshire**  
**Department of Transportation**  
**John O. Morton Bldg., 7 Hazen Drive**  
**Concord, NH 03302-0483**

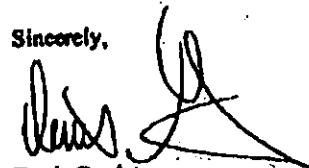
Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), as described below and referenced as DoIT No. 2015-068C.

The purpose of this amendment is the restructure of the schedule for deliverables, payment of Operation and Maintenance costs and Key Performance Indicators of the Contract for fiscal year 2019. There is no time extension or additional cost as a result of this amendment.

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

Sincerely,



Denis Goulet

DG/ik  
DOT 2015-068C

cc: Gall Hambleton, DoIT IT Lead



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Carr, P.E.  
Assistant Commissioner

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

Bureau of Turnpikes  
October 6, 2017

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Turnpikes within the Division of Operations, to amend an existing professional service contract for the NH E-ZPass Back Office with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136). This amendment is to restructure the schedule for deliverables, payment of project delivery and operation and maintenance costs, and Key Performance Indicators of the Contract for fiscal year 2018, to be effective upon Governor and Council approval through June 30, 2018. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

EXPLANATION

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 30, 2021. The contract also included provisions for three additional three (3) year optional periods up to but not beyond, June 30, 2030 subject to Governor and Council approval.

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This amendment specifically addresses the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The BOS is specifically intended to be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toll revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the Inter-Agency Group; involving violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in-centers; and hosting and management of the NH E-ZPass website.

In addition the contract includes operation and maintenance of the NH E-ZPass BOS, and a locally established and operated CSC that includes but is not limited to account maintenance, invoice and violation processing.

reciprocity file management, website maintenance, customer service support and operation of three Walk-In-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. In accordance with the terms of the contract during this period, the Department has limited the Operations and Maintenance payments to "Pass Through" costs and E-ZPass Walk-In-Center (WIC) operations' costs only. There have been no further Operation and Maintenance payments made by the Department to the vendor.

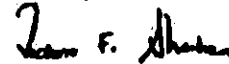
The BOS functionality has now reached approximately 60%. This contract amendment, effective upon approval date of Governor and Council, is to restructure the remaining deliverables and their associated schedule to bring the BOS up to 100% functionality as defined in the Contract by the end of FY 2018. Additionally, the project delivery and Operation and Maintenance payment schedules have been modified to reflect the estimated current 60% functionality of the BOS and include incremental increases to payments in subsequent months as additional functionality is added to the system through the release of twelve Spirals (computer programming releases) to bring the BOS up to 100% functionality. The increased monthly O&M payments are based on the positive effect of the additional functionality under each Spiral. The total O&M payment for FY 2018 will not exceed that specified in the original contract.

This amendment also restructures the Key Performance Indicators (KPIs) which are assessed monthly to ensure the Department and E-ZPass Customers are receiving the required level of service as defined within the Contract. Initial KPIs are set reflecting current functionality and, as Spirals are implemented and introduce additional functionality, additional KPIs will be implemented and assessed.

The contract has been approved by the Attorney General as to form and execution. Funding for 2018 is available and encumbered. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Commissioner  
Victoria F. Sheehan





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

**Denis Goulet**  
*Commissioner*

October 10, 2017

**Victoria F. Sheehan**  
*Commissioner*  
State of New Hampshire  
Department of Transportation  
John O. Morton Bldg., 7 Hazen Drive  
Concord, NH 03302-0483

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), as described below and referenced as DoIT No. 2015-068 Amendment 1.

The purpose of this amendment is the restructure of the schedule for deliverables, payment of Operation and Maintenance costs and Key Performance Indicators of the Contract for fiscal year 2018. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

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

Sincerely,

**Denis Goulet**

DG/fk  
DOT 2015-068

cc: Gail Hambleton



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



*Book 25*

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

September 18, 2015  
Bureau of Turnpikes

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

**REQUESTED ACTION**

1. Pursuant to RSA 237:15-a, Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$4,500,000 from the Turnpike General Reserve Account to budget and expend revenue for the design, testing, installation and consultant oversight of the NH E-ZPass Back Office for the Division of Operations, to be effective upon Governor and Council approval through June 30, 2016 and the amount requested for the FY 2017 budget. 100% Turnpike Funds.

**FROM:** 04-096-096-961017-363615-0000 Turnpike Fund Balance \$4,500,000

04-096-096-961017-70500000	Current Budget FY 2016	Requested Change	Revised Budget FY 2016
<b>Tpk Toll Collection</b>			
<b>Expenses:</b>			
020 500200 Current Expenses	\$2,500,000	\$0	\$2,500,000
022 500255 Rents-Leases Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	18,510	0	18,510
024 500225 Maint Other than Bldg-Grnds	3,950,162	0	3,950,162
026 500251 Membership Fees	75,000	0	75,000
046 500463 Eng Consultants Non-Benefits	3,500,000	3,150,000	6,650,000
080 500710 Out of State Travel	9,000	0	9,000
102 500731 Contracts for Program Svcs	8,506,063	0	8,506,063
103 502664 Contracts for Operational Svcs	8,900	0	8,900
<b>Total</b>	<b>\$18,569,135</b>	<b>\$3,150,000</b>	<b>\$21,719,135</b>
<b>Source of Funds</b>			
<b>Revenue:</b>			
000017 Turnpike Fund	\$18,569,135	\$3,150,000	\$21,719,135

04-096-096-961017-70500000	Budget Request FY 2017	Requested Change	Revised Budget Request FY 2017
<b>Tpk Toll Collection</b>			
<b>Expenses:</b>			
020 500200 Current Expense	\$2,600,000	\$0	\$2,600,000
022 500253 Rents-Leases Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	18,510	0	18,510
024 500225 Maint Other than Bldg-Grade	2,100,000	0	2,100,000
026 500251 Membership Fees	75,000	0	75,000
046 500463 Reg Consultants Non-Benefits	1,500,000	1,350,000	2,850,000
080 500710 Out of State Travel	9,000	0	9,000
102 500731 Contracts for Program Svcs	7,900,000	0	7,900,000
103 502664 Contracts for Operational Svcs	9,200	0	9,200
<b>Total</b>	<b>\$14,213,210</b>	<b>\$1,350,000</b>	<b>\$15,563,210</b>
<b>Source of Funds</b>			
<b>Revenues:</b>			
000017 Turnpike Fund	\$14,213,210	\$1,350,000	\$15,563,210

The unencumbered Turnpike Fund Balance Surplus account as of June 30, 2015 was \$76.6 million, and is projected to be \$39.7 million as of June 30, 2016. See attached.

2. Authorize the Department of Transportation to enter into a contract with Cubic Transportation Systems, Inc. (Vendor #267136) in the amount of \$51,889,724.83 for design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Turnpike System within the Division of Operations effective upon Governor and Council approval, through June 30, 2021 with an option to renew, at the sole discretion of the State, for up to three (3) additional three (3) year optional operation periods up to, but not beyond June 30, 2030, subject to Governor and Council approval. 100% Turnpike Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2018, State FY 2019, State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
04-096-096-961017-7030 Consultants 046-500463	\$6,650,000.00	\$2,250,000.00				
04-096-096-961017-7030 Credit Card Processing Services 020-300205		\$1,149,136.70	\$1,406,788.03	\$1,434,923.88	\$1,463,622.36	\$1,492,894.80
04-096-096-961017-7030 Contract Services 103-500731		\$4,817,712.32	\$7,687,841.03	\$7,511,094.86	\$7,616,184.11	\$7,809,326.49
<b>Fiscal Year Totals</b>	<b>\$6,650,000.00</b>	<b>\$8,817,049.22</b>	<b>\$9,094,629.11</b>	<b>\$8,946,018.74</b>	<b>\$9,079,806.47</b>	<b>\$9,302,221.29</b>

## EXPLANATION

### Transfer from General Reserve Account to NH Turnpike Toll Collection (70500000) - 100% Turnpike Funds

- Class 046** FY 2016: Increase Class 046 in Accounting Unit 7050 by \$3,150,000. This transfer will allow for payment of FY 2016 contract expenditures for the new Back Office system development, expected to begin in October, 2015. This account was budgeted in FY 2016 but the amount of the contract exceeds the budget.
- Class 046** FY 2017: Increase Class 046 in Accounting Unit 7050 by \$1,350,000. This transfer will allow for payment of FY 2017 contract expenditures for the new Back Office system development. This account was budgeted in FY 2017 but the amount of the contract exceeds the budget.

RSA 237:16-b as amended in 2001 authorized the Department to participate in a regional Electronic Toll Collection system (E-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toll collection in a manner that provides a seamless toll system for motorists and commercial operators along the eastern seaboard of the United States.

A Back Office System to Support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced contract involves engaging Cable Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This request specifically addresses the procurement of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-068.

The initial portion of the contract is estimated to be 14 months and involves the design, development, testing and installation of an enhanced BOS system and CSC with the following project goals as described in the RFP.

- Goal 1 – Procure a hosted back office platform which is sustainable and scalable for a minimum of 14 years (the maximum life of this contract).
- Goal 2 – Transition from the existing legacy system with minimal impact to operations and impacts to patrons.
- Goal 3 – Provide call center and back office operations supported locally.
- Goal 4 – Ability for greater adaptation to meet MAP-21 mandates.
- Goal 5 – Incorporate streamlined processes for capturing customer information, tracking violations through their lifecycle and license plate updates.
- Goal 6 – Ability to identify and to pursue multiple plate types with special characters.
- Goal 7 – Ability to pursue out-of-state violators with the potential to utilize registration holds with the corresponding DMVs.
- Goal 8 – Redesign the [www.ezpassnh.com](http://www.ezpassnh.com) website to be more customer friendly and interactive.

The BOS system will specifically be designed and developed to support the management of NH E-ZPass accounts, including fund management on behalf of the Department; process and reconcile all in-state and out-of-state toll revenue collected, including financial reconciliation and reciprocity with other E-ZPass agencies within the Inter Agency Group; administer invoicing/violation processing for unpaid transactions; manage the transponder inventory and purchase and sale of transponders; integrate all functions of a customer call center; manage the operation of the E-ZPass walk-in-centers; and host and manage the NH E-ZPass website. The BOS system will be designed, developed, tested and installed by September 1, 2016. The current vendor, Xerox, will continue to operate the existing legacy system and is retained to support the data migration under their existing contract during the transition period. The current Xerox contract expires on September 30, 2016.

In addition to the deployment of the enhanced BOS, the second portion of the contract includes operation and maintenance of the NH E-ZPass BOS, including a locally established and operated CSC. The scope of services includes but is not limited to account maintenance, invoice and violation processing, reciprocity file management, website maintenance, customer service support and operation of three Walk-In Centers.

Working closely with Jacobs Engineering, the Turnpike Systems' Tolling Services consultant, to incorporate best practices in back office systems and customer service, the Bureau of Turnpikes developed the RFP using a best value procurement approach with the technical proposal and cost proposal apportioned at 70% and 30% respectively. The combined implementation and maintenance contract will be a fixed price contract for an approximate 6-year term beginning upon G&C approval and ending June 30, 2021, with the option, at the sole discretion of the State, to extend for up to three 3-year terms up to but not beyond June 30, 2030. The Department of Information Technology reviewed and approved the RFP on December 9, 2014.

On December 9, 2014, the Department publicly advertised the subject RFP. During the response period, the Department conducted a Vendor Conference for all vendors who responded with intent to submit and entertained questions and/or inquiries from the Vendors. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of February 13, 2015:

**VENDOR NAME**

- Cable Transportation Systems, Inc., San Diego, CA
- Egis Projects, Inc., Orlando, FL
- Xerox State & Local Solutions, Inc., Germantown, MD

Proposals from each vendor were reviewed by the Back Office Procurement RFP Selection Committee along with technical review support by the Bureau of Turnpikes' consultant, Jacobs Engineering. On April 7<sup>th</sup> and 8<sup>th</sup> of 2015, the Selection Committee held interviews with the three vendor teams, where each team conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; demonstrated their product; and participated in an open question and answer period. Following the interviews on April 8, 2015, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals. The Selection Committee was comprised of Bureau of Turnpikes Assistant Administrator (RFP's Project Manager), Bureau of Turnpikes E-ZPass Program Manager, Bureau of Turnpikes Business Administrator, Bureau of Finance & Contracts' Administrator III, Commissioner's Office Assistant Director of Project Development, and Department of Information Technology IT Project Manager.

Following the interviews, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals using the table below.

<b>CATEGORIES</b>	<b>POINTS</b>
<b>TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category:</b>	<b>70</b>
<i>Proposed Back Office System Design and Technical</i>	<i>20</i>
<i>Back Office Service and Operations Approach</i>	<i>15</i>
<i>Firm Qualifications, Project Team, Capabilities and References</i>	<i>20</i>
<i>Implementation, Transition and Delivery Approach</i>	<i>15</i>
<b>*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS</b>	<b>30</b>
<i>Deployment/Implementation</i>	<i>15</i>
<i>Operations</i>	<i>15</i>
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

\*The following formula was used to assign points for the price proposal: Vendor's Price Score = (Lowest Proposed Price/Vendor's Proposed Price) x 15.

Based on the above mentioned analysis, the Selection Committee identified all three (3) vendors with technical scores exceeding 49 and worthy of consideration in the selection process. The table on the subsequent page outlines the Committee's technical scoring, each firm's base price proposal, corresponding price score and total score.

On April 23, 2015, the Department sent a Best and Final Offer (BAFO) request to Cubic requesting they review the following four items within their price proposal. Cubic's response was due on Friday, May 8, 2015.

- o Confirmation that Cash Payment and Reload Card cost was included in the contract.
- o Re-evaluation and potential cost reduction for BOS Design, Development, & Implementation which was the highest among all vendors.
- o Re-evaluation and potential cost reduction for Operational costs associated with Post-paid accounts (Invoice/violation license plate processing) which were highest among all vendors.
- o Consideration to increase based fixed monthly cost from 350,000 accounts to 400,000 accounts while maintaining Cubic's original proposed fixed and variable costs for Pre-Paid IAG Account Maintenance.

Cubic returned their BAFO on Thursday, May 7, 2015. On Tuesday, May 19, 2015 the Department sent a follow up memo requesting a change in their BAFO's database system from Postgres SQL to Oracle and asked Cubic to make any necessary changes to their May 7<sup>th</sup>, BAFO. Cubic returned their final BAFO on Wednesday, May 20, 2015 with a change in the database system to Oracle and reduction in their overall Deployment and Operational Costs of \$3,299,842 from \$45,499,982 to \$42,200,140. The following table outlines the revised pricing based on Cubic's BAFO and also includes the "Pass Through" costs included in all the proposals. For the RFP, Pass Through costs were not part of the Selection Committee's scoring. Pass through costs consist of Telephone fees, Cash Payment Network Fees, Credit Card fees, Postage fees, and other Communication fees.

Vendor	Tech. Score	Cost Score	Total Score	Deployment/ Implementation Price	Operations Price	Total Price for Deployment/ Implementation & Operations Cost	Pass Through Cost	Contract Total Price
Cubic	60.3	20.5	80.8	\$9,500,000 (BAFO)	\$32,700,140 (BAFO)	\$42,200,140 (BAFO)	9,689,584	\$51,889,724 (BAFO)
Egis	61.6	19.1	80.7	\$8,821,290	\$43,247,277	\$52,068,567	5,641,990	\$57,710,557
Xerox	50.4	29.7	80.1	\$4,406,071	\$34,183,839	\$38,589,910	9,754,522	\$48,344,532

Cubic's response to the four items noted in the BAFO resulted in a favorable reduction in the overall cost as described below:

- Cubic concurred that their price proposal included all design, development, testing and implementation of the Cash Payment Network and Reload Card. They will be utilizing InComm, who is presently operating in the E-ZPass Group.
- Cubic reduced the BOS Design, Development, & Implementation cost by \$2,500,111 from \$9,198,549 to \$6,698,438.
- Cubic reduced their price for the fixed and variable unit costs under the Post-paid accounts (Invoice/violation license plate processing). This resulted in a reduction of the total cost over the 58-month maintenance period of \$1,859,958 from \$12,808,777 to \$10,948,819.

- Cubic also increased the account limit for the Pre-Paid E-ZPass Account Maintenance from 350,000 to 400,000 which results in a reduction in average cost per account over the 5-year term of Operations and Maintenance of approximately 5% per account.

Overall the Cubic system is highly configurable and adaptable, which will reduce the potential for change orders over the course of the contract term. This will allow the Bureau of Turnpikes to be more adaptive to future changes such as new interfaces and to support national tolling interoperability, other state DMV's for address lookup, violation processing reciprocity and DMV Holds. The Cubic system provides for strong financial controls allowing for the tracking, reconciliation and reporting of the financial history of transactions, particularly unpaid transactions. It will also provide Bureau of Turnpikes' Finance Section with a general ledger as well as the ability to interface with the Department's Financial System (Lawson) in an automated fashion. The Cubic system is user friendly for various users of the BOS system to address customer service matters, financials, reconciliation of files, alerts to the customer service representatives, as well as includes ad-hoc reporting queries utilizing user friendly 'drag and drop' type functions. Additional benefits include the ability for full system access to be achieved via a single interface using a web browser.

Cubic has sub-contracted with AECOM to operate the CSC, which will be located in Concord and will provide the creation of over 50 jobs in New Hampshire, including enhanced staffing at the Walk-In-Centers. Cubic will also provide a significant level of management staff locally, including the Project Manager, Operations Manager and Finance Manager all residing in New Hampshire with 100% time commitment to the project. AECOM has over 20 years of tolling experience in the customer service business including E-ZPass transaction processing, video billing, invoice/violation processing, DMV Hold, mailroom, and lockbox.

Based on the scoring and the above information, the Department requests approval to enter into a contract with Cubic Transportation System Inc. for an approximate 6-year term ending on June 30, 2021 with the option at the sole discretion of the State to extend for up to three 3-year terms up to but not beyond June 30, 2030.

This Contract has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



William Cass, P.E.  
Assistant Commissioner

Attachment: Proposal Scoring summary

cc: C. Waszozuk  
B. Jenelle  
J. Corcoran