

Victoria F. Sheehan Commissioner THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E. Assistant Commissioner

Bureau of Turnpikes December 30, 2019

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

# **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

ţ

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,

**Denis** Goulet

DG/tkv DOT 2015-068F

cc: Charlie Burns

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 Parties now wish to amend the Agreement as set forth in this Sixth Amendment;

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 6

#### 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 6;
- 2. Contract Amendment 5;
- 3. Contract Amendment 4;
- 4. Contract Amendment 3;
- 5. Contract Amendment 2;
- 6. Contract Amendment 1;
- 7. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
- 8. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
- 9. Final State Responses to Vendor Inquiries to RFP 2015-068.
- 10. 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.
- 11. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

3. Exhibit A of the Agreement, Section 2 Deliverables, Milestones and Activity Schedule is hereby amended to add the following:

**Phase III-A Provisional Go-Live** – 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.

<u>Phase III-B Stabilization</u> – 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 shall implement Spirals 1-7 including 7A and 8 as described below which are comprised of programming enhancements to bring the BOS functionality to 80%. Payments for the Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I –III-A-D.

<u>Phase III – B – Schedule and High Level Description of Delivery</u> – The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals, as designated by the associated JIRA ticket list as mutually agreed between NHDOT and Cubic, represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

# Spiral 1 & 2 - Completed

- BOS Account Management Fixes to provide better functionality for the CSC operators.
- Request Address Look up from Connecticut DMV so invoices can be sent.
- Improvements to Image Review System including system controls parameters on certain plate types and an improved "help" feature for operators.

#### Spiral 3 & Spiral 4 - Completed

- BOS Case Management improvements for better tracking of customer request.
- Issuing Invoice/Violation Dispute and other Dispute Correspondence to customers.
- Improvements to Image Review System regarding Plate Type for Massachusetts and Maine

#### Spiral 5& 6 - Completed

- Transaction Processing Rules refined including reject and pending transactions.
- Invoice/Violation Processing Rules refined including escalation process.
- KPI's, 2, 6, 22, 23, 30, 42, 43 per table C-9 Key Performance Indicators for FY 2019

#### Spiral 7- Completed

- Interactive Voice Response (IVR) system implementation
- BOS document Imaging System for incoming Customer Correspondence and other documents to allow for the documents to be attached to customers' accounts. This allows CSC operators quick access to document during their calls with the customer.
- All Customer Correspondence finalize and implemented through mailed or email per the Business Rules
- Automation of Refunds processing.
- Automatic Clearing House (ACH) per NACHA
- Outstanding issues from previous Spirals
- PCI compliance
- KPI's 10, 15, 16, 46 per table C-9 Key Performance Indicators for FY 2019
- Reports to be delivered in May 2019

#### Spiral 7A & 8- Completed

- Interactive Voice Response (IVR) system improvements
- DMV & DMV Hold Process for Massachusetts and Maine and reporting improvements
- Outstanding issues per the approved Jira List
- 7 Day to Pay account improvements
- Violation Reports
- Transaction Processing Reports
- Financial Reports
- Customer Service Reports
- KPI 25 per table C-9 Key Performance Indicators for FY 2019
- IVR Reporting
- Address Management implementation of skip tracing, Address normalizing, US Postal forward addressing.

<u>Phase III-C Post-Stabilization</u> – During this period Cubic shall implement Spirals 9-12 to bring the BOS functionality from 80% to 100% per this Agreement. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I –III A-D

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as amended herein through June 30, 2020. As Spirals are implemented, tested and approved by the Department various KPI shall also be implemented as described within this Contract Amendment at Table C-9. At the end of this period the BOS shall be operating with the entire major functionality in-place with the exception of system enhancements i.e. Cash Payment Network, DMV Hold Automation as described in Original Contract to be completed in Phase III D. At the conclusion of this period, Cubic shall commence full operations in accordance with Phase IV of the Agreement and Phase III-D Final Acceptance requirements of this Amendment.

The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals - represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

#### Spiral 9 – July 2019 – COMPLETED

- Transponder Inventory
- Frequency Discount Plan
- Problem Plates
- OTG Kit algorithm
- KPI's 1, 21, 24, 26, 27, 28, 31, 37, 41, 44, 45, 47 per table C-9 Key Performance Indicators for FY 2020
- Text messaging
- DMV Hold processing

#### Spiral 10 – January 2020

- General Ledger GL data generation and validation
- Lawson interface, trial balance implementation
- KPI's 38 & 39 per table C-9 Key Performance Indicators for FY 2020

#### Spiral 11 – August 2019 – COMPLETED

- System\_Maintenance Alarms/notifications
- KPI's 40 per table C-9 Key Performance Indicators for FY 2020

#### Spiral 12 – August 2019 – COMPLETED

- Fleet Files upload of Business account fleet information
- Mobile App
- KPI's 34
- Credit Card Updater implementation
- Invoice Transfer of Responsibilities (TOR) of invoice from a Rental car agency to the renter.
- OTG retailer web access

This work is in addition to and not in lieu of the deliverables listed in Table 1.5

**Phase III-D Final Acceptance** – During this period Cubic shall complete all punch list items as identified in agreed to on October 18, 2019 from the Spirals, Cash Payment Network and DMV Hold Automation, update any documentation as required due to these new functionalities and perform Final System Acceptance testing, AKA End to End testing per #10 Exhibit M. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Any defect not identified in the Punch List 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.

On July 1, 2020 the Operations and Maintenance payments shall revert back to the Original Contract Requirements. If Phase I-III A-D, including but not limited to Cash Payment network and DMV Hold Automation 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 A-D is complete. These O&M payments will not be retroactive after completion and acceptance of Phase I-III A-D 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.

4. Exhibit A of the Agreement, Section 2.1 Design/Implementation/Testing Table is hereby replaced with the following to align with Phase III A-C.

Item No.4		A Deliverable a 1 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	During 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
NEW	Provisional Go-Live		Completed
NEW	RTM requirements deployed in production	·	Completed
17	Final Suspension of Operations Plan	Written	Completed
18	Draft User Manuals	Written	Completed
19	Draft Disaster Recovery Plan & Business Continuity Plan	Written	Completed
NEW	Stabilization OST (regression + new functionality) AKA Mini End to End Testing	Written/Test	During Phase III C
NEW	Stabilization Functionality per RTM Go-Live	Written/Test	Completed
19A	Final Disaster Recovery Plan & Business Continuity Plan	Written	Completed
20	Final Training Plan	Written	Completed
NEW	Post-Stabilization Spirals 8-9	Written/Test	Completed
NEW	Post-Stabilization Spirals 10-11-12	Written/Test	During Phase III C
21	Final User Manuals	Written	During Phase III D
22	Final Reports Manual	Written	During Phase III D
23	Final Standard Operating Procedures	Written	During Phase III D
24	Initial System Test Completion*	Written/Test	Removed
26	Data Migration & Go-Live Completion*	•	Completed
25 & 27	Interface & Commissioning Test Completion/Final Acceptance* AKA End to End Testing	Written/Test	During Phase III D
28	Retainage Released**	5.00%	

\*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.

5. 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.

Acceptance of Post Stabilization Spiral 10-11-12 deliverable shall include the acceptance of all Spiral 1-12 punch list items and Spiral 10 in production and the Mobile Application.

1

	Project Delivery Detail Cost Phase I - III A-D						
Original		18 F. F. S.	Cemulative	Payment,	Cumulative		C P # 4
Item	Deliverable/Milestone	Percent   Payment**	Payment %	Minus	Net Payment	'i'mi Amty	Cum Pay Am
2. 31 40			Payment %	Retainage			bio di fo
	I			Total Cost P	use I - III A-D	\$9,50	00,000
Initial Proje	C Starmp		6.00%				· · · · · · · · · · · · · · · · · · ·
1 1	Notice to Proceed/Performance Bond	5.00%	5.00%	4.75%	4.75%	\$451,250.00	\$451,250,00
2	Project Schedule (Baseline)	1.00%	6.00%	0.95%	5.70%	\$90,250.00	\$541,500.00
		1. C. S. C.	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	N # 5 ** * 1 / 12.2		dente de la competition de la	at energy of the
Ling March	Provisional Coller	1. S.	a 241.0096	بنعد بالأرد ال	C A & G	2.2.7.15	1997 - 19
6	Droft Business Rules Document	5.00%i .	11.00%	4,75%	10.45%	\$451,250.00	\$992,750.00
7	Draft Interface Control Documents	2.00%	13.00%	1,90%	12.35%	\$180,500.00	\$1,173,250.0
8	Final Data Migration Plan	2.00%	15.00%	1.90%	14.25%	\$180,500.00	\$1,353,750.0
14	Final Business Rules Document	2.00%	17.00%	1.90%	16.15%	\$180,500.00	\$1,534,250.0
20	Final Training Plan	2.00%	19.00%	1.90%	18.05%	\$1\$0,500.00	\$1,714,750.0
24	Initial System Test Completion	0.00%	19.00%	0.00%	18.05%	\$0.00	\$1.714,750.0
NEW	Provitional Go-Live	5.00%	24,00%	4.75%	22.80%	\$451,250.00	\$2,166,000.0
26	Data Migration & Go-Live Completion	8.00%	32.00%	7.60%	30,40%	\$722,000.00	\$2,888,000.0
16	Draft Reports Manual	2.00%	34.00%	1.90%	32.30%	\$180,500.00	\$3,068,500.0
NEW	RTM requirements deployed in production.	13.00%	47.00%	12.35%	44.65%	\$1,173,250.00	\$4.241,750.0
	Stabilization (lactadarg decumentation)		33,00%			The second	
C 111 10 10 10 10			35.00 TO	×1+{\$₹.5			
9	Pretiminary (Go-Live) System Design Document	3,00%	50,00%	2.85%	47,50%	\$270,750.00	\$4,512,500.0
3	Final Project Management Plan	2.50%	52.50%	2.38%	49.88%	\$225.625.00	\$4,738,125.0
10	Final Master Test Plan	2.50%¥	55.00%	2.38%	52.25%	\$225,625.00	\$4,963,750.0
11	Final Interface Control Documents	2.00%	57.00%	1.90%	54.15%	\$180,500.00	\$5,144,250.0
5	Requirements Trace Document	1.00%	58.00%	0.95%	55,10%	\$90,250.00	\$5,234,500.0
13	Final Implementation and Transition Plan (including Go-Live Plan)	5,00%	63.00%	4,75%	59.85%	\$451,250.00	\$5,685,750.0
26	Data Migration & Go-Live Completion	2.00%	65,00%	1.90%	61,75%	\$180,500.00	\$5,866,250.0
18	Draft User Manuals	2.00%	67.00%	1.90%	63.65%	\$180,500.00	\$6,046,750.0
19	Draft Disaster Recovery Plan & Business Continuity Plan	1.00%	68.00%	0.95%	64.60%	\$90,250.00	\$6,137,000,0
23	Draft Standard Operating Procedures	3,00%	71.00%	2.85%	67.45%	\$270,750,00	\$6,407,750.0
NEW	Stabilization OST AKA Mini End to End Testing	4,00%	75.00%	3.80%	71.25%	\$361,000.00	\$6,768,750.0
	(regression + new functionality)						
NEW	Stabilization Functionality per RTM Go-Live	5.00%	80.00%	4,75%	76,00%	\$451,250.00	\$7,220,000.0
ий и Ш С I	ert Stablizities (including decumentation)		10.00%	Wilson Brief	المديدة المجاورة	部的世界	भूभ सन्दर्भ
					Ser. Car		
<u>19A</u> 21	Final Disaster Recovery Plan & Business Continuity Plan Final User Manuals	1.00%	81.00% 84.00%	0.95%	76.95%	\$90,250.00 \$270,750.00	\$7,310,250,0
				2.85%			\$7,581,000.0
NEW	Post-Stabilization Spirals 8-9	2.00%	86.00%	1.90%	81,70%	\$180,500,00	\$7.761,500.0
22	Final Reports Manual	1.00%	87.00%	0.95%	82.65%	\$90,250.00	\$7,851,750.0
23 <b>A</b>	Final Standard Operating Procedures	2.00%	89.00%	1.90%	84,55%	\$180,500.00	\$8,032,250.0
NEW	Post-Stabilization Spirals 10-11-12	1.00%	90.00%	0.95%	85,50%	\$90,250.00	\$8,122,500.0
hase III D	Final Acceptance (A.T. M.S. T. S.S., De M.S.S. With March	STATISTICS T	入兵10.00%	品行的理论	-1. A	和你的是是43%的	is front of the
12	Final System Design Document	3.00%	93.00%	2.85%	88.35%	\$270,750.00	\$8,393,250.0
17	Final Suspension of Operations Plan	2.00%	95.00%	1.90%	90.25%	\$180,500.00	\$8,573,750.0
25 & 27	Final Acceptance/Interface & Commissioning Test Completion AKA End to End Testing	5.00%	100.00%	4.75%	95.00%	\$451,250.00	\$9,025,000.0
28	Retainage Released	5.00%i		5.00%	100,00%	\$475,000.00	\$9,500,000.0

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

.

Initial all pages Cubic Transportation Systems, Inc. Initials

6. Exhibit B Section 1.6 Cubic Operational Cost is hereby amended by replacing Table 1.6.3 Cubic Operational Cost for FY 20 with the table below. This revised Maintenance cost structure shall only be utilized through June 30, 2020 and shall be void as of July 1, 2020. On July 1, 2020 the Agreement will revert back to the original contract payment structure for Operations & Maintenance, unless further revised by the Parties.

	THE COMPANY FROM THE	1	iment #6 - OSA	4 Delena		14976
	1-2-1 FY20		. FY20	- E FY20		FY20
	1111-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			St 17-10	37.4:110-53.	-1~
Transaction Processing	2 Jan 20 1	5. Feb 20	Mar 20	Apr -20	May-20 %	
Fixed Cost based upon % @ January	\$ 499,537.92	\$ 499,537.92	\$ 499,537.92	\$ 499,537.92	\$ 499,537.92	\$ 499,537.92
Spiral Release 10	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Total Transaction Processing Costs	\$ 534,537.92	\$ 534,537.92	\$ 594,537.92	\$ 534,537.92	\$ 534,537.92	\$ - \$34,537.92
Description	Jan-20 4044	Feb-20	5	Apr-20	May-203	- Jun-20
Walk-In Center Operations			<u></u>	<u></u>		
Concord Service Center	\$ 27,491.79	\$ 27,491.79	\$ 27,491.79	\$ 27,491.79	\$ 27,491.79	\$ 27,491.79
Portsmouth Service Center	\$ \$6,974.55	\$ 36,974.55	\$ 36,974.55	\$ 36,974.55	\$ 36,974.55	\$ 36,974.55
Nashua Service Center	\$ \$1,032,72	\$ 31,032.72	\$ 31,032.72	\$ 31,032.72	\$ 51,032.72	\$ 31,032.72
Walk-In Center Total	\$ (	\$*95,499.06	\$ 795,499.06	\$ 95,499.06	\$-95,499.06	\$ 95,499.06
Pass Through Costs						
Communications - Telephone Fees	\$ 5,614.59	\$ 3,548.19	3 3,369.44	\$ 4,054.GG	9 3,8G2.48	9 2,875.77
Communications - Other Communications	.\$	.\$7,879.53.	.\$	.\$ 1,879.53.	\$	.\$ 7,879.33
Postage Fees	\$ 109,766.17	\$ 85,880.41	\$ 74,472.53	\$114,654.23	\$ 94,542.68	\$ 95,000.00
Cash Payment Network	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Credit Card/Financial Fees	\$ 200,881.68	\$ 173,767.51	\$ 199,424.22	\$ 226,115.40	·\$ 223,760.01	\$ 221,141.06
Pass Through Costs Total	S	\$ 275,075.37	\$ 289,145.52	\$ 356,701.63	\$ 334,044.50	\$ 330,896.17
SOC 1	\$ -	s -	\$ -	s -	\$ '-	\$ 147,111.83
	Parkin Francisco de la compañía de la					
FY 20 (6 months) Total O&M Cost	S. 956,178.56	2 202,117,22	\$ 919,182.50	2280'128'01	r⇒ 964,081,48∶	`\$_1,108,044.98

Cubic shall be eligible to receive the Transaction Processing payment increase related to Spiral 10. Spiral 10 approval will be considered final, and therefore eligible for payment, after it is provided to the Department for pre-production testing and approved for release to Production. After the Spiral 10 is moved to Production, the Department will perform Post-Production testing. for at least two weeks for acceptance of the Spiral. If Spiral 10 Release is delayed or not approved, the Department shall not make the Transaction Processing payment increase to Cubic for that month and shall not make any back payments after the Spiral is complete.

If during Post Spiral 10 Release testing system defects including reports associated with the Spiral 10 are detected the Department reserves the right to reduce subsequent Transaction Processing payments related to the Spiral 10 and/or assess KPI's.

7. 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 Indicators Column Required Performance is hereby amended to add the following table for Fiscal Year 20:

The FY 2020 KPI Required Performance table below is broken out by Pre-Spiral Release and Post Spiral Release. The KPI Required Performance listed under "Pre-Spiral Release" shall be assessed for the month the contract amendment is approved and each month thereafter until the applicable Spiral Release is approved.

The Post Spiral Release KPI will be reported for the month after the designated Spiral Release is approved by the Department and placed in production. A Spiral Release can also change the KPI Required Performance, for example Required Performance # 10 will change from 15 days to 10 days after Spiral 7 is approved. The Post Spiral Release noted in the table is based on the Addendum # 1. Starting on July 1, 2020 of Fiscal Year 21 all KPI's will be assessed per the Contract, regardless of the status of Spiral Releases.

#### KPI Pre-Spiral Post Spiral Spiral **Required Performance** # Release Release Release Category 99.9% 99.9% 1 Phone System Availability shall be 99.9% or System Completed greater. Pre-Spiral Release will be based on Call Center's hours of Operation. Post-Spiral release will be based on 24/7 availability 2 90% Correctly handle of all data entry and each 98.0% Customer Completed activity for Customer interactions at required Satisfaction percentage. 90% of all images identified for manual image 70.0% 90.0% Completed 3 Image review to be processed within 1 day of the Review transaction and images received at the BOS. 100% of all images identified for manual image 80.0% 100.0% Completed 4 Image review to be processed within 3 days of the Review transactions and images are received at the BOS. 5 Fulfillment 95.0% 100.0% 100% of Customer transponder orders for the Completed month are sent within 2 days of receipt of the order Fulfillment 100.0% 100% of transponder status changes (e.g. lost/ 95.0% Completed 6 stolen/ new) are updated within 1 day of request; or immediately when received by phone or in person

#### Table C-9 Key Performance Indicators for FY 2020

7	Daily Payanya reconsiliation	Financial	3	3	Completed
	Daily Revenue reconciliation – 100% of all revenues posted and payments received as reported by the Toll System reconciled	r'inanciai	<b>3</b>	5	Completed
	with the system within 3 days				
8	100% of all financial and transactional monthly reports are available, reviewed and reconciled within 10 days after month end.	Reporting	10	10	Spiral 10
9	Produce the daily settlement reports & request for transfer of funds data within 1 day of the close of the business day.	Reporting	3	1	Completed
10	100% of the operational reports are accurately submitted to NHDOT within 10 calendar days of period end (including KPI reporting). Operational and KPI reporting will evolve over each Spiral implementation.	Reporting	15	10	Completed
- 11	Complete investigation of all credit card charge backs within 3 days of report from credit card processor	Financial	3	3	Completed
12	All credit card, cash, checks, or money orders reconciled by close of the following business day.	Financial	1	1	Completed
13	Credit Card Processor statement reconciliation shall be completed by close of the following business day.	Financial	1	1	Completed
14	Monthly reconciliation between bank statements, system, and trial balance shall be provided within 5 days of the calendar month end.	Financial	5	5	Completed
15	Monthly reconciliation of settlement to agencies shall be provided within 5 days of the calendar month end.	Financial	7	5	Completed
16	Produce reciprocity report and invoice to E-ZPass Group agencies by 13th day of each month.	Financial	15	13	Completed
17	100% of PCI audits completed on time	Compliance	100.0%	100.0%	Completed

18	100% of SSAE16 compliance exceptions resolved within 5 Days of report, or within such other time period as agreed by NHDOT in the applicable remedial plan	Compliance	100.0%	100.0%	Completed
19	Zero Privacy Breach – Credit Card or Bank Account Data	Compliance	0	0 '	Completed
20	Zero Privacy Breach – Personal Account Information	Compliance	0	0	Completed
21	Back Office System Availability shall be at required percentage.	Systems	99.5	99.982%	Completed
22	Web System Availability shall be at the required percentage.	Systems	99.5	99.9%	Completed
23	99.9% of NH transactions received from the Lane/ORT from the Normal or Class- Mismatch file are processed correctly and within 24 hours (Post-Spiral) and 48 hours (Pre- Spiral) from the point at which the transaction is received by the back office systems for posting.	Systems	99.9%	99.9%	Completed .
24	<ul> <li>99.9% of all file transfers (i.e. IAG, DMV) are assembled and transmitted within 24 hours.</li> <li>*excludes the mail house files until the new mail house is implemented in June 30, 2020.</li> </ul>	Systems	NA	99.9%	Completed
25	Customer satisfaction • phone • walk-in • e-mail • web • secret shopper	Customer Satisfaction	NA	85.0%	Completed
26	Logging Toll or Violation disputes by entering into the toll system within 1 day of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone	Violations	NA	99.9%	Completed

١

4

		Customer		05.00/	Completed
27	95% of complaints, Toll and	Customer	NA	95.0%	Completed
	Unpaid Toll/Violation disputes are	Satisfaction			
	resolved within 3 days from the				
	logging of the complaint (excludes	1			
	DMV Hold transactions).				
	Resolution is defined as				
	performance consistent with the business rule.				
28		Violations	NA	100.0%	Completed
20	All Toll and Unpaid Toll/Violation disputes are resolved within 5 days	violations	INA	100.0%	Completed
	(excludes DMV hold transactions).	1			
	Resolution is defined as				
	performance consistent with the				
	business rule.				
29	Speed of Answer – 95% of calls	Customer	75%	95.0%	Completed
29	received are answered within 180	Satisfaction	1370	95.078	Completed
	seconds of accessing the queue to	Satistaction			
	speak to a CSR				
30	Speed of Answer (DMV Holds) –	Customer	NA	85.0%	Completed
	85% of calls received are answered	Satisfaction		05.070	Completed
	within 60 seconds of accessing the	Junalaction			
	queue to speak to a CSR				
31	Customer wait time does not	Customer	NA	10	Completed
	exceed 10 minutes. Pre-Spiral this	Satisfaction			compilered
	cannot be measured, however	Dunshuon	•		
	staffing levels shall be maintained		•		
	to strive to meet this target.				
32	98% of all license plate	Image	NA	98.0%	Completed
	transactions processed through	Review			
	manual image review identified				
	correctly by the manual image				•
	review process (correct vehicle				1 N
	plate, state and type; or, correct				
	code off codes identified)				
33	95% of all manual image review	Image	NA .	95.0%	Completed
1	"reason codes" are assigned	Review		1	-
	correctly to the image				
34	100% of statements, invoices, and	Notice	NA	100 %	*Pending mail
	Violation Notices mailed or				house conversion
	emailed within the document				
	generation date (as set out by				
	NHDOT for issuing the statement,			· · ·	
	invoice or Violation Notice)				
35	Notice of payment failure sent to	Notice	NA		Completed
	Customers with a failed payment	110000	1111	1.	Compieted
ŀ	(including automatic payment)				
	within 1 day of the Contractor				, i i
	receiving notification of failure				
			I		. I

. .

36	Request credit card and ACH replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	Financial	NA		Completed
37	100% of refunds issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Customer Satisfaction	NA	10	Completed
38	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
39	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
40	97% of all Customer contact notes for the month have the correct reason code and notation recorded	Customer Satisfaction	NA	97.0%	Completed .
41	Contractor responsiveness to track and resolve maintenance support issues, and general requests from NHDOT.	Systems	NA	5.	Completed
42	Violation of internal procedures and/or controls.	Compliance	0	0	Completed
43	Zero violations internal controls as identified in the standard operating procedures and internal controls documentation.	Compliance	0 ·	0	Completed

1

Initial all pages Cubic Transportation Systems, Inc. Initials <u>M</u>

.

÷

44	Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer's or video account number, vehicle plate, or other identifying characteristic has been entered by a system user.	Systems	NA	5	Completed
45	Save Time shall not exceed 5 seconds, where Save Time is the time required to save updated information.	Systems	NA	5	Completed
46	More than 85% of phone or in- person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	Customer Satisfaction	NA	85.0%	Completed
47	100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules	Violations	NA	100.0%	Completed
	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within l day of notification and within l day of approval by NHDOT	Systems	NA	1	Completed

8. 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 vidoes not exceed 10 minutes.	Contractor to Provide performance	5 points for each 30 second interval that exceeds the 10-minute monthly average
	measurement method.	10 points for each 30 second interval that exceeds the 15 minute monthly average.

9. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated is hereby amended to add the following:

Lost revenue for FY 20. During FY 20 Cubic shall document and report all lost revenue on a monthly basis. At the end of the Fiscal Year lost revenue shall be reviewed by the Department from the effective date of this Contract Amendment to June 30, 2020 to make a determination if the lost overall revenue will be reimbursable to the Department pursuant to the terms of this Agreement. Notwithstanding any language in this section, the Department retains the full authority to assess lost revenue damages against Cubic at any time if the Department determines that it has suffered lost revenue as a result of the acts or omissions of Cubic in its performance of this Agreement.

10. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated, Section C-4.9.6 Acceptance Testing is hereby replaced as follows:

The intent of Final System Acceptance testing, AKA End to End testing is to verify that the System and all related services are in conformance with the Requirements and subsequently approved design documentation, plans, manuals and other deliverables. Final System Acceptance Testing shall be performed under live conditions, using actual production data (test accounts and plates as needed) within 30 days of Phase III C completion. Final System Acceptance Testing shall include validation of the functionality specified below based on the RFP and the Key Performance Indicators (KPI's) with NHDOT. The KPI's shall be tested and verified for one (1) month. During Final System Acceptance Testing the Contractor and NHDOT shall validate that all reports of the System are accurate and generated appropriately. NIIDOT reserves the right to withhold issuance of Final Acceptance until all reports are accurate and in accordance with the requirements, business rules and approved design documents and reports manual.

- 1) Customer Account Management Functions;
- Call Center Customer Service Representative Call processing, Interactive Voice Recognition (IVR) functionality;
- 3) Transaction Processing including but not limited to image review process, E-ZPass Inter-Agency Group processing, Invoice/Violation notices and New Hampshire Department of Motor Vehicle Hold;
- 4) Customer Correspondence documents including statements. Communication Configuration (Library of Communications shall be updated to reflect system processing;
- 5) Website Functionality and GUI;
- 6) Mobile Application and GUI;
- 7) Payment processing Including credit/debit card, ACH, cash, check;
- 8) Transponder Inventory Management Functions;
- 9) Reporting;

. .

- 10) Financial Accounting Functions Including reconciliation, audit and reporting;
- 11) System Security-Role/Privilege Management and reporting;
- 12) Audit Trail Capture and Analysis supports the identification and monitoring of activities within the System or application including MOM's alarms and reporting; and
- 13) Test Input Validation ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Cubic shall manage and track any anomalies, failures, or other issues noted under Final System Acceptance testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a

minimum, to NHDOT. Cubic shall satisfactorily address all punch list items prior to receiving Final System Acceptance from NHDOT. NHDOT reserves the right to request re-testing of any punch list item prior to granting Final Acceptance. Final System Acceptance testing shall be the final test to be completed and shall only be initiated once all of the System elements have been installed and configured and all previous tests have been successfully completed. Cubic shall supply test scripts for NHDOT review and comment no later than 30 days prior to commencement of the test. NHDOT reserves the right, at its sole discretion, to determine if the System and associated services meets the requirements of the Contract.

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

CONTRACTFANDE AMENDMENT NUMBER	AMENDMENT-TYPE	EFFECTIVE DATE	CONTRACT AMOUNE
	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
	CONTRACT TOTAL		\$51;889;724:83; 

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, Vice President of Contracts and Cubic Transportation Systems, Inc.	Date: 12/17/2019 Subcontracts
Corporate Signature Notarized:	See Attached
STATE OF CO	UNTY OF
On this the day of, personally appeared and acknowledged here	2019, before me, _, the undersigned Officer, /himself to be the,
of, being a	a corporation, and that she/he, as such authorized to do so, executed the foregoing instrument for he name of the corporation by her/himself as
IN WITNESS WHEREOF I hereunto set r	my hand and official seal.
Notary Public/Justice of the Peace My Commission Expires:	(SEAL)
Victoria Sheehan,	_ Date: 12 10
Commissioner State of New Hampshire Department of Transportation	· •
Approval by Attorney General Office	Date: <u>1/9/2020</u>
Approval by the Governor and Council	Date:
Approval by the Obvernor and Coulien	

Initial all pages Cubic Transportation Systems, Inc. Initials

ł.

#### 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	<b>}</b>
()	Martin Proposition (D) 140
on December 17,200	before me, <u>Heidi Runce</u> , Notany Public, Here Insert Name and Title of the Officer
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/sho/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.

.HEIDI RUNGE Notary Public - California San Diego County Commission # 2213093 My Comm. Expires Sep 13, 2021	
,	r

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

WITNESS my band and official seal.

Signatu Place Notary Seal and/or Stamp Above Signature of Notary Public - 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: Controct Amend. Number of Pages: \_\_\_\_ Document Date: \_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: □ Corporate Officer – Title(s): \_ Corporate Officer – Title(s): \_\_\_\_\_ Partner – 
 Limited 
 General □ Partner – □ Limited □ General Individual □ Attorney in Fact Individual Attorney in Fact Guardian of Conservator Trustee Guardian of Conservator □ Trustee Other: Other: Signer is Representing: \_\_\_\_ Signer is Representing:

©2017 National Notary Association

# CUBIC TRANSPORTATION SYSTEMS, INC. INCUMBENCY CERTIFICATE

JBIC.

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



5650 Kearny Mesa Road ' San Drogo, CA 92111 859-268 3100 www.cubic.com + NYSE, CUB

# 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: 0004627726



#### 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 December A.D. 2019.

1100

William M. Gardner Secretary of State

CERTIFICATE OF LIABILITY INSURANCE						E		25/2019
IIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER,	ATIVELY OF SURANCE AND THE CE	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEI E A C	ND OR ALTE ONTRACT B	ER THE COV	ERAGE AFFORDED	BY THE R(S), AU	POLICIES
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subjuthis certificate does not confer right	ct to the te	rms and conditions of th	ne polic Ich end	cy, certain pe lorsement(s)	olicies may	AL INSURED provisio require an endorseme	ns or bi nt. A st	e endorsed. atement on
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS 818 Town & Country Bird, Suite 500	INC.		CONTAC NAME: PHONE (A/C. No E-MAIL	712 077	8975	FAX (A/C, No	713-877	-8974
Houston, TX 77024-4549	·		ADDRE		URER(S) AFFOR			NAIC #
			INSURE	R A :Continenta	I Casualty Com	pany		20443
INSURED Cubic Transportation Systems, Inc.				R B :Transporta		Company any of Reading, Pennsylva	nia	20494 20427
5650 Kearny Mesa Road San Diego, CA 92111				R D :Continenta			н <u>а</u>	
			INSURE	· ·				,
			INSURE	<u>RF:</u>				
		NUMBER:ZA2RGLVL				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SU	REQUIREME Y PERTAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF. AN' ED BY	Y CONTRACT	OR OTHER ( S DESCRIBEI	DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR TYPE OF INSURANCE				POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		ats	
A X COMMERCIAL GENERAL LIABILITY		6075838847		10/01/2019	10/01/2020	EACH OCCURRENCE	s	1,000,000
CLAIMS-MADE X OCCUR	·					DAMAGE TO RENTED PREMISES (Ea occurrence)	5	1,000,000
	_					MED EXP (Any one person)	5	4 000 000
I	-					PERSONAL & ADV INJURY	<u>s</u>	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:		r				GENERAL AGGREGATE	<u>s</u> ; s	3,000,000
							5	
						COMBINED SINGLE LIMIT (Ea accident)	5	
ANY AUTO		1				BODILY INJURY (Per person)	5	
OWNED AUTOS ONLY SCHEDULED		· ·				BODILY INJURY (Per accident PROPERTY DAMAGE		
HIRED AUTOS ONLY AUTOS ONLY						(Per accident)	- <b>s</b>	
D X UMBRELLA LIAB X OCCUR		5094621644		10/01/2019	10/01/2020	EACH OCCURRENCE	5	1,000,000
EXCESS LIAB	DE					AGGREGATE	s	1,000,000
							5	
B WORKERS COMPENSATION		WC6072902292- AZ, OR & M WC6072902258 - CA	IA	10/01/2019	10/01/2020	X PER OTI	t-	
ANY DOODDIETOD/DADTNED/EXECUTIVE		WC6072902177 - AOS				E.L. EACH ACCIDENT	5	1.000.000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYE		1,000,000
DESCRIPTION OF OPERATIONS below				<u> </u>	 	E.L. DISEASE - POLICY LIMI	5	1,000,000
							5 5 5	
		Ant Additional Demostry Schools		attached if mor			5	
DESCRIPTION OF OPERATIONS / LOCATIONS / VE RE: Contract RFP 2015-068.	RICLES (ACORE	2 101, Additional Remarks Schedu	ne, may b	e attached if more	e space is require	ed)		
In the event of cancellation by the insurance	companies	the policies have been endor	rsed to p	provide (30) da	vs Notice of C	ancellation (except for 10	days for	non-payment of
premium) to the certificate holder shown be	ow.							
					•			
	• .				·		····- ·	
CERTIFICATE HOLDER			CAN	CELLATION				
			ТНЕ	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.	CANCEL BE DE	LED BEFORE
State of New Hampshire Department of Tr	nsportation,		AUT140		MTATINE		<u></u>	
Bureau of Turnpikes P.O. Box 2950				NILEU REPRESE			XI -	
Concord, NH 03302-2950						( Aug	í	
L			Page	1 of 2 • 19	88-2015 AC	ORD CORPORATION	All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD

	•			
ACORD EVIDENCE OF P	<b>ROPERTY INSU</b>	RANCE z	A2RGLVL	DATE (MM/DD/YYYY) 09/25/2019
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PROD	S NOT AFFIRMATIVELY OR B ENCE OF INSURANCE DOES	NEGATIVELY AN NOT CONSTITUT	IEND, EX	TEND OR ALTER THE
GENCY PHONE 713-877-8975 ACGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 118 Town & Country Bivd, Suite 500 fouston, TX 77024-4549	Zurich American Insura	<b>**</b>		
AX AX, No); 713-877-8974 E-MAIL ADDRESS; ODE: SUB CODE:				
GENCY USTOMER ID 4:				
nsured Cubic Transportation Systems, Inc. 1550 Koorny Mana Page	LOAN NUMBER		POLICY N PPR913	UMBER 37919-13
650 Kearný Mesa Road San Diego, CA 92111	EFFECTIVE DATE 10/01/2019	EXPIRATION DAT	 	
	THIS REPLACES PRIOR EVID		<u>II</u>	TERMINATED IF CHECKED
PROPERTY INFORMATION			. *	
· · · ·				•
2	· .			
		• •	·	
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A	TO THE INSURED NAMED ABO	DOUMENT WITH F	RESPECTI	TO WHICH THIS
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN	CUMENT WITH F RDED BY THE POI I MAY HAVE BEEN	RESPECT 1 LICIES DES	TO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		ESPECT 1	TO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SU COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions)	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions)	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions)	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions)	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions) Valuation: Replacement Cost	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES, LIMITS SHOWN		RESPECT 1	OWHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property  REMARKS (Including Special Conditions) Valuation: Replacement Cost	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN C   BROAD   X SPECIA BROAD   X SPECIA		RESPECT 1 ICIES DES I REDUCE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property Property REMARKS (Including Special Conditions) Valuation: Replacement Cost CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST		N DATE THEREO	F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property Property REMARKS (Including Special Conditions) Valuation: Replacement Cost CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN C   BROAD   X SPECIA BROAD   X SPECIA		F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Properly REMARKS (Including Special Conditions) Valuation: Replacement Cost CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST IAME AND ADDRESS		N DATE THEREO	F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions) Valuation: Replacement Cost Valuation: Replacement Cost CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST IAME AND ADDRESS	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN C BROAD X SPECIAL BROAD X SPECIAL C BROAD X SPECIAL C BROAD A	N DATE THEREO	F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property REMARKS (Including Special Conditions) Valuation: Replacement Cost CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST VAME AND ADDRESS State of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2950		N DATE THEREO	F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PER SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SI COVERAGE INFORMATION PERILS INSURED   BASIC COVERAGE / PERILS / FORMS Property  REMARKS (Including Special Conditions) Valuation: Replacement Cost  CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL	ANY CONTRACT OR OTHER DO RTAIN, THE INSURANCE AFFOR UCH POLICIES. LIMITS SHOWN C BROAD X SPECIAL BROAD X SPECIAL C BROAD X SPECIAL C BROAD A	N DATE THEREO	F, NOTICE	IO WHICH THIS SCRIBED HEREIN IS D BY PAID CLAIMS. SURANCE DEDUCTIBLE \$25,000

.

The ACORD name and logo are registered marks of ACORD

.

.

·

2.47.27 1 2.4



WILLIAM CASS, P.R. ASSISTANT COMMISSIONER THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



September 18, 2015 Bureau of Tumpikes

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

#### REQUESTED ACTION

 Pursuant to RSA 237:15-a, Transfers from the General Reserve Account, astherize the Department of Transportation, Bureau of Tumpikes to transfer funds in the amount of \$4,500,000 from the Tumpike 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% Tumpike Funds.

FROM: 04-096-096-961017-363615-0000 Tumpike Pund Balance

\$4,500,000

94-096-096-961017-70500000	Currest Bodget FY 2016	Requested Change	Revised Badget FY 2016
Tpk Tell Collection			
Expenses:			
020 500200 Carront Exponse	\$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	8,506,963
103 502664 Contracts for Operational Svos	8,900	0	8,900
Total	\$18,569,135	\$3,150,000	\$21,719,135
Source of Pands			
Rovenue:			
000017 Tumpike Pand	\$18,569,135	\$3,150,000	\$21,719,135

JOHN O. MORTON BUILDING = 7 HAZIN DRIVE + P.O. BOX 443 + CONCORD, NEW HAMPSHIRE, 03302-0453 TELEPHONE: 803-271-3734 + FAX: 803-271-3914 + TDD; RELAY NH 1-800-736-2964 + INTERNET; WWW.JNHOOT.COM

04-096-096-961017-70590000	Budget Request FY 2017	Requested Change	Revised Budget Request FY 2017
Tpk Toll Collection			
Expenses			
020 S00200 Carrent Expense	\$2,600,000	50	\$2,600,000
022 S00255 Rents-Louses Other than State	1,500	. 0	1,500
023 500291 Host, Electricity, Water	18,510	0	18,510
024 500225 Maint Other than Bidg-Grads	2,100,000	0	2,100,000
026 S00251 Membership Fors	75,000	- 0	75,000
046 500453 Bag Consultants Non-Bencfits	1,500,000	1,350,000	2,850,000
080 S00710 Out of State Travel	9,000	. 0	9,000
102 500731 Contracts for Program Sycs	7,900,000	0	7,900,000
103 502664 Contracts for Operational Syca	9,200	0	9,200
Total	\$14,213,210	\$1,350,000	\$15,563,210
Source of Punda			
Revenue			
000017 Turspike Fund	\$14,213,210	\$1,350,000	\$15,563,210

The insudited Tumpike 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

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 Tumpike 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% Tumpike Funds.

Punds 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 encombrances between State Fiscal Years through the Budget Office, if needed and justified.

04-095-095-	FY 2016	<u>81/2017</u>	<u>FY2018</u>	FY 2019	<u>FX 2820</u>	<u>FY 2921</u>
961017-7050 Consultants 046-500463	\$5,650,000.00	<b>\$2,850,00</b> 0.00				
04-096-096- 961017-7050 Credit Card Processing Services 020-500205		\$1,149,236.70	\$1,406,785.03	\$1,434,923.\$\$	\$1,463,622.36	\$1,492,894.80
04-096-096- 961017-7050 Contract Services 102-500731		\$4,817,712 <u>.5</u> 2	\$7,687,841.03	\$7,511,094,86	<b>\$7,</b> 616,1 <b>84</b> ,11	<b>\$7,809,3</b> 25.49
Places Year Totals	\$6,650,000,00	\$8,817,049.22	\$9,094,529.it	\$8,946,018.74	\$9,079,806.47	\$9,302,221.29

#### EXPLANATION

# Transfer from General Reserve Account to NH Turnpike Toll Collection (70500800) - 100% Turnpike Pandu

- Class 046 FY 2016: Increase Class 046 in Accounting Unit 7050 by \$3,150,000. This transfor 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 castorn 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 B-ZPass system. The above referenced contract involves engaging Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back. Office for the Tumpike 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 I 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 <u>www.ozonssnh.com</u> 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-ofstate toll revenue collected, including financial reconciliation and reciprocity with other E-ZPass agencies within the later 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 B-ZPass walk-in-centors; 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 threeWalk-in-Centers.

Working closely with Jacobs Engineering, the Tumpike Systems' Tolling Services consultant, to incorporate best practices in back office systems and customer service, the Bureau of Tumpikes 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

- Cubic Transportation Systems, Inc., San Diogo, CA.
- Egis Projects, Inc., Orlando, PL
- 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 Tumpikes' 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 enswer 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 Tumpikes Assistant Administrator (RFP's Project Managor), Bureau of Tumpikes B-ZPass Program Managor, Bureau of Tumpikes Business Administrator, Bureau of Finance & Contracts' Administrator III, Commissioner's Office Assistant Director of Project Development, and Department of Information Technology IT Project Managor.

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

CATAGORIES	POINTS
TECHNICAL PROPOSAL with the following potential manimum scores for each Technical Proposal category;	70
Proposed Back Office System Design and Technical	20
Back Office Service and Operations Approach	15
Firms Qualifications, Project Team, Capabilities and References	20
Implementation, Transition and Delivery Approach	15
*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	30
Deployment/Implementation	15
Operations	15
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

\*The following formula was used to assigned 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.
- Re-evaluation and potential cost reduction for BOS Design, Development, & Implementation which was the highest among all vendors.
- Re-evaluation and potential cost reduction for Operational costs associated with Post-paid accounts (involce/violation license plate processing) which were highest among all vendors.
- 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 IAO Account Maintanance.

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 Postgue 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 revise pricing based on Cubic's BAFO and also includes the "Pass Through" costs included in all the proposals. Per 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 Sees, and other Communication fees.

Vendor	Tech, Soore	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 (BAPO)
Egis	61.6	, 19.1	80.7	\$8,821,290	\$43,247,277	\$52,068,567	5,641,990	\$57,710,557
Xorox	50.4	29.7	<b>80</b> .1	\$4,406,071	\$34,183,839	\$38,589,910	9,754,622	\$48,344,532

Cubic's response to the four fiams 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 (lavoice/violation license plate processing). This resulted in a reduction of the total cost over the \$8-month maintenance period of \$1,859,958 from \$12,808,777 to \$10,948,819.

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

Overail 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 Turupikes to be more adaptive to future changes such as new interfaces and to support national toiling interoparability, 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 Turupikes' 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 quories 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 ABCOM 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 toiling experience in the customer service business including B-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 contact 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 Case, P.E. Assistant Commissioner

Attachment: Proposal Scoring summary

CC:

C. Waszozuk B, Janelle J. Corcoran



Victoria P. Sheehan

Committelener

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.B. Assistant Commissioner

Bareau of Turapikes October 6, 2017

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

#### REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Tumpikes 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), (Vender #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-ZPase). 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 scamless 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.

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 Turapike System within the Division of Operations. This amondment 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 B-ZPass accounts, lociuding fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toil revenue collected, financial reconciliation and reciprocity with other E-ZPass agencies within the inter-Agency Group; involcing/violation-processing for unpaid transactions; management of the transponder... inventory and parchase 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 B-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-Conters.

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 psyments to "Pass Through" costs and E-2Pass Walk-in-Center (WIC) operations' costs only. There have been no further Operation and Maintenance psyments 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 encode that specified in the original contract.

This amondment also restructures the Key Performance Indicators (KPIs) which are assessed monthly to ensure the Department and B-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 Scoretary 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.

Sincerch

Commissioner Victoris F. Shochan



Desis Goolet Conscissioner STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY 27 Hazen Dr., Concord, NH 03501 Rul: 605-271-1516 TDD Access: 1-800-735-2964 www.sth.gov/doit

October 10, 2017

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

Dear Commissioner Shoehan:

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

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

Sinceret

**Denis Govlet** 

DG/ik DOT 2015-068

oc: Gail Hambleton

19A 4 200



Victoria F. Sheehan

Commissioner

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSFORTATION



William Cass, P.R. Assistant Committioner

Bureau of Tumpikes April 20, 2018

MOVOR 18 AT 9:20 DRS

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

#### REQUESTED ACTION

 Pursuant to RSA 237:15-e, Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Tumpikes to transfer funds in the amount of \$600,000 from the Tumpike 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% Tumpike Funds.

FROM: 04-096-096-961017-363615-0000 Tumplice Fund Balance

\$600,000

04-09 <del>6-096-96</del> 1017-78508000	Current Budget FY 2018	Requested Change	Revised Budget FY 2018	
Tpk Toli Collection				
Repeasest				
020 S00200 Current Expense	\$3,000,000	\$600,000	\$3,600,000	
022 500255 Renta-Lenses Other than State	1,855	0	1,855	
023 S00291 Heat, Electricity, Water	20,814	0	20,814	
024 500225 Maint Other than Bidg-Grada	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 Oct of State Travel	9,000	0	9,000	
102 500731 Costructs for Program Svos	13,302,017	0	13,302,017	
103 502664 Contracts for Operational Svos	7,500	0	7,500	
Total	\$29,571,721	\$600,000	\$30,171,721	
Source of Funds				
Revenue:				
000017 Tumpike Fund	\$29,571,721	\$600,000	\$30,171,721	

The andited <u>Tumpike Fund Balance Surplus account as of June 30, 2017 was \$92.1 million, and is projected to be</u> \$61.7 million as of June 30, 2018, See attached.

2. Authorize the Department of Transportation, Bureau of Tumpikes 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), (Vender #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

JOHN C. MORTON BUILDING = 7 HAZEN DRIVE = P.C. BOX 453 = CONCORD, NEW HAMPSHIRE 03303-0453 TELEPHONE: 603-271-3733 = FAX: 603-271-1558 = TDC: RELAY NI: 1-603-735-2564 = INTERNET: WWW.NHICIT.COM result of this amendment. The original contrast 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 Toil 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 Tumplices 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 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampahire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VC# 267136) of Sen 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 badget line item 04-096-096-0961017-70500000-020-500200 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 B-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 in Contract Amendment #1 was for Cubic to become the Morchant of Record thus removing the Department of Transportation as the Morchant of Record. This was a requirement within the Contract's original RPP for the Back Office System and Customer Service Center. This emendment includes the Morchant Agreement between Cubic and Base Commerce to begin on May 16, 2018, or upon Governor and Council approval, whichever is the latter.

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. Shoohen Commissioner

Attachment



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY 27 Hamm Dr., Concord, NH 03301 Fac: 603-271-1516 TDD Access: 1-800-735-2864 www.nh.gov/dolt

Deals Goulet Complicationer

March 14, 2018

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

Dear Commissioner Shoehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cablo 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 Tumpikes within the Division of Operations, to amend an existing professional service contract with Cabic 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

**Depis Goulet** 

DG/ik DOT 2015-068B

oc: Gail Hambleton



Victoria F. Sheeban Commissioner

Concord, New Hampshire 03301

State House

and the Honorable Executive Council

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C # 5B 7-27-18



William Cass. P.E. Assistant Commissioner

July 5, 2018

Bureau of Turnpikes

His Excellency, Governor Christopher T. Sununu

#### **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 PY 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 (B-ZPass). Governor and Council on August 22, 2001 authorized the Department to enter into an Interagency Group (IAG) agreement to implement electronic toil collection in a manner that provides a scamless toll system for motorists and commercial operators along the eastern scaboard 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 Tumpikes 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 Tumpike 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 NHE-ZPass accounts, including fund management on behalf of the Department; processing and reconciling all in-state and out-of-state toil 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, involce 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. Shechan Commissioner

Attachments



STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY 27 Hazen Dr., Concord, NH 03301 Fac: 603-271-1516 TDD Access: 1-800-735-2964 www.ah.gov/doit

Denis Goniet Commissioner

July 10, 2018

Viotoria F. Sheahan Commissioner State of New Hampshire Department of Transportation John O. Morton Bidg., 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 Cable 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 Goulei

DQ/ik DOT 2015-068C

ce: Gail Hambleton, DoIT IT Lead

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 Hampahire 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 Parties now wish to amend the Agreement as set forth in this Third Amendment;

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:

c. Contract Amendment 3

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 3;
- 2. Contract Amendment 2;
- 3. Contract Amendment 1;
- 4. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
- 5. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
- 6. Final State Responses to Vendor Inquiries to RFP 2015-068.

- 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.
- Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

3. Exhibit A of the Agreement, Section 2 Deliverables, Milestones and Activity Schedule is hereby amended to add the following:

<u>Phase III-A Provisional Go-Live</u> – 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.

<u>Phase III-B Stabilization</u>- 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 shall implement Spirals 1-7 including 7A as described below which are comprised of programming enhancements to bring the BOS functionality to 80%. Payments for the Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase 1-III-A-D.

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as amended herein through December 31, 2018. As Spirals are implemented, tested and approved by the Department various KPI's shall also be implemented as described within this Contract Amendment at Table C-9. At the end of this period an end to end regression testing of these spirals will be performed to assure the system is operating appropriately with the implementation of spirals 1-7 enhancements including 7A.

Phase III -B - Schedule and High Level Description of Delivery: The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spiral | & 2 - Completed

- BOS Account Management Fixes to provide better functionality for the CSC operators.
- Request Address Look up from Connecticut DMV so invoices can be sent.
- Improvements to Image Review System including system controls parameters on certain plate types and an improved "help" feature for operators.

Spiral 3 & Spiral 4 - Completed

BOS Case Management improvements for better tracking of customer request.

- Issuing Invoice/Violation Dispute and other Dispute Correspondence to customers.
- Improvements to Image Review System regarding Plate Type for Massachuaetts and Maine

Spiral 5- Completed

- Transaction Processing Rules refined including reject and pending transactions.
- Invoice/Violation Processing Rules refined including escalation process.

# Spiral 6. 7 & 7A - July - August '18

- Interactive Voice Response (IVR) system implementation
- BOS document Imaging System for incoming Customer Correspondence and other documents to allow for the documents to be attached to customers' accounts. This allows CSC operators quick access to document during their calls with the customer.
- All Customer Correspondence finalize and implemented through mailed or email per the Business Rules
- DMV & DMV Hold Process for Massachusetts and Maine and reporting improvements
- Automation of Refunds processing.
- Automatic Clearing House (ACH) per NACHA
- Text messaging
- Outstanding issues from previous Spirals
- PCI compliance
- All KPI's implemented

<u>Phase III-C Post-Stabilization</u> -During this period Cubic shall implement Spirals 8-12 to bring the BOS functionality from 80% to 100% per this Agreement. This phase will be considered completed after approved "Bod to End" Onsite testing per the Agreement described below. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase 1-III A-D

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as amended herein through December 31, 2018. As Spirals are implemented, tested and approved by the Department various KPI's shall also be implemented as described within this Contract Amendment at Table C-9. This period shall include an "end to end" Onsite Testing as described in the RFP under Section 4.9.4. At the end of this period the BOS shall be operating with the entire major functionality in-place with the exception of system enhancements i.e. Cash Payment Network, DMV Hold Automation, E-ZPass Plus Parking as described in Original Contract to be completed in Phase III D. At the conclusion of this period, Cubic shall commence full operations in accordance with Phase IV of the Agreement Phase III-D requirements.

On January 1, 2019 the Operations and Maintenance payments shall revert back to the Original Contract Requirements. Spirals accepted after January 1, 2019 will not be paid. Pursuant to the terms of the Original Contract, Cubic shall not receive an Operations and Maintenance payment unless all the Spirals are completed and accepted including Post-Production testing fixes.

Phase III - C - Schedule and High Level Description of Delivery: The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals represent surved upon delivery

methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spirat 8 & 9. August/September 18

- Address Management -implementation of skip tracing, Address normalizing, US Postal forward addressing.
- Frequency Discount Plan
- Credit Card Updater implementation
- IAG Plate Type
- System Maintenance Alarms/notifications
- Problem Plates

Spiral 10, 11 & Spiral 12 - September/October 18

- GL GL data generation, Lawson interface, trial balance implementation
- Invoice- Transfer of Responsibilities (TOR) of invoice from a Rental car agency to the renter.
- Fleet Files -upload of Business account fleet information
- Mobile Application

This work is in addition to and not in liou of the deliverables listed in Table 1.5

<u>Phase 111-D Final Acceptance:</u> During this period Cubic shall complete Cash Payment Network, DMV Hold Automation, and E-ZPass Phis Parking functionality, update any documentation as required due to these new functionalities and perform Final System Acceptance testing per the Agreement. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I --III A-D which shall be completed by June 30, 2019.

If Phase I-III A-D is not completed and accepted by June 30, 2019, pursuant to the terms of the Original Contract, Cubic shall not receive any Operations and Maintenance (O&M) payments beginning July 1, 2019 forward. These O&M payments will not be retroactive after completion and acceptance of Phase I-III A-D Deliverables.

4. Exhibit A of the Agreement, Section 2.1 Design/Implementation/Testing Table, is hereby replaced with the following to align with Phase III A-C.

ltem No.	Detiverable/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	Finel Data Migration Plan	Written	Completed
9	Preliminary System Design Document	Written	During Phase III B
10	Final Master Test Plan	Written	Completed
11	Finel Interface Control Documents	Written	Completed
12	Final System Design Document	Written	During Phase III D
13	Final Go-Live Plan	Writtan	Completed
14	Final Business Rules Document	Written	Completed
15	Draft Standard Operating Procedures	Written	During Phase III B
16	Draft Reports Manual	Written	During Phase III A
17	Final Suspension of Operations Plan	Written	During Phase III D
18	Draft User Manuals	Written	Completed
19	Final Disaster Recovery Plan & Business Continuity Plan	Written	During Phase III B & C
20	Final Training Plan	Written	Completed
21	Final User Manuala	Written	During Phase III C
22	Final Reports Manual	Written	During Phase III C
23	Final Standard Operating Procedures	Written	During Phase III C
24	Initial System Test Completion*	Written/Test	Removed
25	Interface & Commissioning Test Completion*	Written/Test	During Phase IIIC
26	Data Migration & Go-Live Completion®		During Phase III A & B
27	Final Acceptance*		During Phase III D
28	Retainage Released**	5.00%	

\*Completion shall be based on approval by NHDOT

\*\*Retainage Released after all final items, including satiafactory 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.

5. 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 cost.

Original Jour Ja.	5 Project Delivery Detail Cost Phase I - III Delivershiel(limine	Percent	Cumulative Gross Payment W	Prement Minus Retainage	Cussicative Hat Paymont	Past Asst	Cum Puy And
			T	atal Cost Pi	ane [-38 A-D	19,62	N.,000
initial Proj	ject Startug		6.00%	1			
-	Viewer to Proceed Performance Rand	5 00%	5 40%	4 75:	4.75%	\$451,250.00	\$451,250,00
2	Project Schudule (Suzelline)	1.00*+	6 00%	095%	1705	\$90,238.00	5541,500 00
Padate III A	Presidental Go-Lire	· · ·	41.07%	1	_		L
	Draft Busburs Rules Darament	3 00%	11 60%	4 75%	16491	S451,250 60	\$992,759.00
7	Droft Implice Control Deciments	2.00%	13 80%	1995	12.15%	5180,500 80	51 173 250 8
•	Find Date Stepaton Plan	100%	15 80%	1.00%	H 25%	\$150 500 80	\$1,357,750 8
14	Final Buciness Roles Document	1 0075	17 00%	1 90%	16 1 5%	51.80 500 80	51 334 230 00
20	Final Training Plan	2 00%	19 00%	1 99%	12 03%	5180,500.00	SI 714,750 0
34	Initial Survey Test Completion	0.007.1	19 80%	0.00%	18.03%	50.60	\$1,714,750 00
XXW	Prortainent Go-Lire	5 00%	34 00%	4755	22 50%)	5451,25040	52,166,000 90
26	Date Myratiae & Go-Live Completion	1 00%	12 00%	7.00%	30.487.	\$122,000.00	52.111.000 60
16	Drift Reports Manual	2 007.	34 00%	1.99%	32,30%	\$180.509.00	51 064 500 00
-	Wild requirements deployed in production.	13 00%	.47 00%	12355	44.65%	51 373 250 🗰	54.241.759 Q

Table 1.5 Project Delivery Detail Cost Plane I - III A-D

Harry CE B	Stallimites (faciality decomentation)		33,00%				
,	Proloninary (Go-Lho) Spanne Design Document	3 00%	50 00%	2 85%	47 <b>50%</b>	\$270,759.00	\$4,512,500.00
	Fanal Project Management Plan	2 10%	52 50%	2 34%	49 62%	\$225.625.00	\$4,738,125.00
10	Final Maser Ten Plan	2 50%	51 00%	238%	32,25%	\$225,425.00	\$4,963,730,00
	Faul Interface Control Documents	2.00%	\$7.00%	1 90%	54 15%	\$110,500.00	35,144,250.00
5	Requirements Trate Darwanns	1.00%	38.00%	0 93%	51.10%	190,250 00	5234,300,00
13	Final Implementation and Transition Pics sincheday Go-Live Piras	5 00%	63 0015	4 75%	59 \$5%	\$451,250.00	\$5 645,750 00
26	Date Meration & Go-Live Completion	2 007	63 00%	L 901+	61 752	\$150,500.00	\$5,866,250.00
18	Deeft User Menneds	2 60%	67,00%	1 9021	63.65%	\$190,300.00	35.045 730 00
19	Final Disactor Recovery Plan & Business Continuity Plan	1 00%	61 00%	0.95%	61 60	190,250.00	\$6,117.000 00
23	Drift Standard Operating Proceedines	3.00%	71.00%	2 15%	67.455	\$270,750.00	56,407,150 00
NEW	Stabilization OST (regrestion + new familieanity)	1.00	75 00%	3 10%	74 25%	\$361,000.00	\$6,769,750.0
NEW	Stabilization Functionality per RThi Go-Live	3 00° .	10 Cot.	475%	76 00"+	5451-250.00	\$7,220,000,00
Nue E (	C Post-Stabilization (Including despinanticity)	·	11.00%	ι			
10	Final Disaster Recovery Plan & Business Commune Plan	1 09%	\$1.00%	0 95%	16 95%	\$90,250.00	\$7,310,250.0
21	Puret User Menuch	3 00%	84 00%	7 85%	79.80%	\$270 750 00	57,591,000 0
NEW	Pens-Stabilizotian Spirais 8-19	2.60*5	36.08%	L 90*1	81 70%	5180 500 00	5" 761 500 0
22	Final Reports Alzenial	100%	\$100.	0 95*.	12 65° -	590 250 00	57 851,750 0
	Final Standard Operating Proceedings	2 00%	19.00%	1905	\$4.55%a	31150.500.00	\$9,032,250.0
NEW	Port-Bubilization Spirala 11-12	1.00*	90.0051	0.93%	£1 50%	590,250.00	\$1,122,500 0
25	Interfue e de Commissioning Fest Camplation	2 00%	92.00%	1 9074	87.40%	5188,500.00	\$8,303,000 0
Phase (2)	D-Final Associations		8.00%	)			
Ľ	Final System Design Document	3.00%	95 00*1	2 85%	90.25%	5270,750.00	\$1,573,750 0
17	Final Suspension of Operations Plan	2.00%	97 0011	1 905.	92 15%	\$180,500 00	
27	Final Scraptore	3 001-	100.00%	2 \$5%	95.00	5270,750.00	\$9.025.000 0
21	Animage Rolestod	\$ 00%.		3 00%;	100 00".	5475 000.00	1 19 500,000 0

6. Exhibit B Section 1.6 Cubic Operational Cost is hereby amended by replacing Table 1.6.3 Cubic Operational Cost for FY 19 with the following table. This revised Maintenance cost structure shall only be utilized through December 31, 2018 and shall be void as of December 31, 2018. On January 1, 2019 the Agreement will revert back to the original contract payment structure for Operations & Maintenance, unless further revised by the Parties.

The revised Operation and Maintenance cost structure is determined by taking the overall contract FY 19 O&M (excluding-Walk-in--Center, SOC1, and Pass Through-costs) then dividing by twelve (12) into amonthly amount. This amount of funding is portioned out by the Spiral cost per Contract Amendment 1 and the remaining funding is distributed evenly across each month for the monthly Transaction processing (TP) payments. The total monthly O&M payment is determined by the monthly Transaction Processing cost plus any additional cost for the implementation of the Spirals plus Walk-in-Center and Pass through cost as shown in the Table 1.6.3 below.

Cubic shall be eligible to receive the Transaction Processing payment increase related to a Spiral Release after the Department tests, approves and Spiral is released into Production, including any system reporting in accordance with the terms of this Agreement relating to approval of deliverables. A Spiral Release will be considered final, and therefore eligible for payment, after it is provided to the Department for pro-production testing and approved for release to Production. After the Spiral is moved to Production, the Department will perform Post-Production testing and acceptance. The Partice agree that the Department shall have at least two weeks to review and test the Spiral Pro-Production before determining whether it should be approved and placed into Production. The Department will also be performing Post-Production testing for at least two weeks for acceptance of the Spiral.

All Spirals shall be implemented as noted in the table and a Revised Project Schedule shall be submitted by August 3, 2018. If a Spiral Release is delayed or not approved, the Department shall not make the Transaction Processing payment increase to Cubic for that month and shall not make any back payments after the Spiral is complete. If a Spiral is completed, approved and accepted earlier than expected, the Transaction Processing payment will be moved ahead but will also be removed from later months at the end of the Contract Amendment #3 so the Sub-Total Cost of Transaction Processing will not change. In no event will the total amount of O&M for Transaction Processing; Walk-in-Center; and Pass Through payments to Cubic for Contract Amendment #3 exceed \$ 4,397, 200.86 for the period of July 1, 2018 to December 31, 2018.

If during Post-Production testing and prior to acceptance, system defects associated with the Spiral are detected the Department reserves the right to reduce subsequent Transaction Processing payments related to the Spiral in addition to assessing KPIs.

Table 1.6.3 Cable Cost for FY 2019 July 2018 to December 31, 2018

				FY 19	Transaction Pr	oceasing							
Description	. Jgl	Ang	Sept	Oct	Nov	Dec	jan .	: Feb: -	- Raf	Ан	. Mart	, Kana	Total
TP Cost	\$ 354,900.62	\$ 354,900.62	\$354,900.62	\$ 354,900.62	\$354,900.62	\$354,900.62		1.					\$ 2,129,403.72
Spiral Release 1						1			1. 1. 1.				S .
Spiral Release 2					1						· · · · ·		5
Spiral Release 3		1		1									\$
Spiral Release 4		1		1		<u> </u>							\$ .
Spiral Release 5		;					la de la						5.
Spiral Release 6		1		1									\$
Spiral Release 7	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00							5 210,000.00
Spiral Release 7A & B		\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00							\$ 175,000.00
Spiral Release 9			\$ 15.000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00							\$ 60,000.00
Spiral Release 10			\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	• • •		1 : <sup>.</sup>				\$ 140,000.00
Spiral Release 11			5 -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		<b>.</b>					\$ 30,000.00
Spiral Release 12			S	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00			1				\$ 75,000.00
Transaction Processing		1	)								1		
Total Cost	\$ 389,900.62	\$434,900.62	\$474,900.62	\$ 509,900.62	\$509,900.62	\$509,900.62	<b>\$</b>	3	5	\$	] <b>s</b>	<b>.</b>	\$ 2,819,403.72

	_										-	agh Cost				٦.	-						-	_1
Description	Jul		Âц	<b>E</b>	Sept		Oc	<u>t</u>	No	<u>N</u>	De	C	_	lan .	Feb		Azr	Apr		May	ť	lun	Tot	
Walk-to Centers Ops			ļ										_[										\$	•
Concord Service	\$	27,670.89	\$	27,670.89	Ş 27,	570.89	\$	27,670.89	\$	27,670.89	5	27,670.	19				****			274	24		5	166,025.3
Portsmouth Service Center	5	37,213.37	S	37,213.37	\$ 37,	213.37	\$	37,213.37	5	37.213.37	5	37,213.	37]	J. 8			0.05		<u>.</u>		<u> </u>	<u></u>	5	223,280.1
Nashue Service Center	5	31,232.59	S	31,232.59	\$ 31,	232.59	\$	31.232.59	\$	31,232.59	\$	31,232.	59					<b>.</b>	7. 9.5	2.20		<u></u>	\$	187,395.
			•							_												ter Total		576,701.
Pasa-Through Cost	1		I						L															
Telephone fees	\$	1,552.95	Ś	1,552.95	5 1	552.95	\$	. 1,552.95	5	1,552.95	\$	1,552.9	95	1000				12	200	100	<u> </u>	<u>933 99</u>	15	9,317.
Cash Pyrnt Network Fees	\$	390.54	\$	390.54	\$	390.54	\$	390.54	\$	390.54	\$	390.	54			4	2. 4.2					<u></u>	5	2,343.
Credit Card Fees	\$	119,576.99	\$	119,576.99	\$119	576.99	\$	119,576.99	5	119,576.99	S	119,576.	93	<u>,</u>	1.1			1.0.82			<u>22</u>	<u></u>	15	717,461.
Postage Fees	S	38,128,85	\$	38,128.85	\$ 38	128.86	\$	38,128.85	\$	38,128.85	\$				<. 78 S		3.có %		38 C.		<b>.</b>	<u> 1997 - 1996 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997</u>	5	228,773.
Other Communication Fees	s	7,200.00				200.00	5	7,200.00	S	7,200.00	S	7,200.	80		( ) 🔅	\$	8.7 m . *	1.0						43,200.
	1 -		·		<u> </u>		-			·.									Pass	Throu	ugh C	ost Tota	5	1,001,096.
·		-				-											_						Ī	
		·	_					_	-						·		-	• •	EV	19 Tel	in let	SM Cod	1 4	4,397,200.

# 7. Exhibit M Addendum 1 insued January 22, 2015, Reference # 22 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicators column Regutred Performance is hereby amended to add the following table for Fiscal Year 19:

The FY 2019 KPI Required Performance table below is broken out by Pre-Spiral Release and Post Spiral Release. The KPI Required Performance listed under "Pre-Spiral Release" shall be assessed for the month the contract amendment is approved and each month thereafter until the applicable Spiral Release is approved. The Post Spiral Release KPI will be reported for the month after the designated Spiral Release is approved by the Department and placed in production. A Spiral Release can also change the KPI Required Performance, for example Required Performance # 10 will change from 15 days to 10 days after Spiral 7 is approved. The Post Spiral Release noted in the table is based on the Addendum # 1. Starting on January 1, 2019 of Fiscal Year 19 all KPI's will be assessed per the Contract, regardless of the status of Spiral Releases.

#	Required Performance	KPI Category	Pro- Spiral Release	Post Spiral Release	Spiral Release
l	Phone System Availability shall be 99.9% or greater. Pre-Spiral Release will be based on Call Center's hours of Operation. Post-Spiral release will be based on 24/7 svailability	System	99.9%	99.9%	Spiral 6
2	Correctly handle of all data entry and each activity for Customer interactions at required percentage.	Customer Satisfaction	90%	98.0%	Spiral 6
3	90% of all images identified for manual image review to be processed within 1 day of the transaction and images received at the BOS.	Îmago Review	70.0%	90.0%	Spiral 4
4	100% of all images identified for manual image review to be processed within 3 days of the transactions and images are received at the BOS.	Image Review	80.0%	100.0%	Spiral 4
5	-100% of Customer transponder orders for the month are sent within 2 days of receipt of the order	Pulfiliment	95.0%	100:0%	Spiral 4
6	100% of transponder status changes (e.g. lost/ stolen/ new) are updated within 1 day of request; or immediately when received by phone or in person	Fulfilment	95.0%	100.0%	Spinal 6

# Table C-9 Key Performance Indicators for FY 2019

Initial all pages Cubic Transportation Systems, Inc. Initials  $\Im M$  Cubic Amendment 3 Contract Extension Page 11 of 18

7	Daily Revenue reconciliation - 100% of all revenues posted and payments received as reported	Financial	3	3	Spiral 4
	by the Toll System reconciled with the system within 3 days			 	
8	100% of all financial and transactional monthly reports are available, reviewed and reconciled within 10 days after month end.	Reporting	10	10	
9 ——	Produce the daily settlement reports & request for transfer of funds data within 1 day of the close of the business day.	Reporting	3	1	Spiral 4
10	100% of the operational reports are accurately submitted to NHDOT within 10 calendar days of period end (including KPI reporting). Operational and KPI reporting will evolve over each Spiral implementation.	Reporting	15	10	Spiral 7
11	Complete investigation of all credit card charge backs within 3 days of report from credit card processor	Financial	3	3	Spiral 4
12	All credit card, cash, checks, or money orders reconciled by close of the following business day.	Financial	1	1	
13	Credit Card Processor statement reconciliation shall be completed by close of the following business day.	Financial	1	1	
14	Monthly reconciliation between bank statements, system, and trial balance shall be provided within 5 days of the calcudar month end.	Financial	5	5	
15	Monthly reconciliation of actilement to agencies shall be provided within 5 days of the calendar month end.	Financial	7	5	Spiral 7
16	Produce reciprocity report and invoice to E-ZPass Group agencies by 13th day of each month.	Financia)	15	13	Spiral 7
17	100% of PCI audits completed on time	Compliance	100.0%	100.0%	

18	100% of SSAE16 compliance exceptions resolved within 5 Days of report, or within such other time period as agreed by NHDOT in the applicable remedial plan	Compliance	100.0%	100.0%	
19	Zero Privacy Breach - Credit Card or Bank Account Data	Compliance	0	0	
20	Zero Privacy Breach - Personal Account Information	Compliance	0	0	
21	Back Office System Availability shall be at required percentage.	Systems	99.5	99.982%	Spiral 6
22	Web System Availability shall be at the required percentage.	Systems	99.5	99.9%	Spiral 6
23	99.9% of NH transactions received from the Lane/ORT from the Normal or Class- Mismatch file are processed correctly and within 24 hours (Post-Spiral) and 48 hours (Pre- Spiral) from the point at which the transaction is received by the back office systems for posting.	Systems	<del>99</del> .9%	99.9%	Spiral 6
24	99,9% of all file transfers (i.e. IAG, DMV) are assembled and transmitted within 24 hours.	Systems	NA	99.9%	Spiral 7
25	Customer satisfaction • phone • walk-in • c-mail • web • secret shopper	Customer Satisfaction	NA	85.0%	Spinal 8
26	Logging Toll or Violation disputes by entering into the toll system within 1 day of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone	Violations	NA	99.9%	Spiral 6
27	95% of complaints, Toll and Unpaid Toll/Violation disputes are resolved within 3 days from the logging of the complaint (excludes DMV Hold transactions). Resolution is defined as performance	Customer Satisfiction	NA	95.0%	Spiral 6

Initial all pages Cubic Transportation Systems, Inc. Initials 24 Cubic Amendment 3 Contract Extension Page 13 of 18

	consistent with the business				
	TWRS.				
28	All Toll and Unpaid Toll/Violation disputes are resolved within 5 days (excludes DMV hold transactions). Resolution is defined as performance consistent with the business rule.	Violations	NA	100.0%	Spiral 6
29	Speed of Answer – 95% of calls received are answered within 180 seconds of accessing the queue to speak to a CSR	Customer Satisfaction	75%	95.0%	Spiral 5
30	Speed of Answer (DMV Holds) -85% of calls received are answered within 60 seconds of accessing the queue to speak to a CSR	Customer Satisfaction	NA	85.0%	Spiral 6
31	Customer wait time does not exceed 10 minutes. Pro-Spiral this cannot be measured, however staffing levels shall be maintained to strive to most this target.	Customer Satisfaction	NA	10	Spiral 6
32	98% of all license plate transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plate, state and type; or, correct code off codes identified)	Image Review	NA	98.0%	Spiral 4
33	95% of all manual image review "reason codes" are assigned correctly to the image	Image Review	NA	95.0%	Spiral 4
34	100% of statements, invoices, and Violation Notices mailed or emailed within the document generation date (as set out by NHDOT for issuing the statement, invoice or Violation Notice)	Notice	NA.	100 %	Spiral 7
35	Notice of payment failure sent to Customers with a failed payment (including sutomatic payment) within 1 day of the Contractor receiving notification of failure	Notice	NA	1	Spiral 2

Initial all pages Cubic Transportation Systems, Inc. Initials 3 14 Cubic Amendment 3 Contract Extension Page 14 of 18

36	Request credit card and ACH	Financial	NA	1	Spinal 2
OC	replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cash/check				
	payment nonce to cany check Oustomers within one day of reaching replenishment threshold.				
37	100% of refunds issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Customer Satisfaction	NA	10	Spiral 7
38	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
39	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
40	97% of all Customer contact notes for the mosth have the correct reason code and notation recorded	Customer Satisfaction	NA	97.0%	Spiral 7
41	Contractor responsiveness to track and resolve maintenance support issues, and general requests from NHDOT.	Systems	NA	5	Spiral 7
42	Violation of internal procedures and/or controls. Reporting will be implemented in Spiral 6.	Compliance	0	0	Spiral 6
43	Zero violations internal controls as identified in the standard operating procedures and internal controls documentation. Reporting will be implemented in Spiral 6.	Compliance	Ō	Ö	Spiral 6
4	In Spiral 0. Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer's or video secount number, vehicle plate, or other identifying characteristic has been entered by a system user.	Буністи	NA	5	Spiral 6

45	Save Time shall not exceed 5 seconds, where Save Time is the time required to save undated information.	Systems	NA	5	Spiral 6
46	More than 85% of phone or in- person complaints are resolved at first Customor contact such that no additional contact with the Customer is required to address the specific complaint	Customer Satisfaction	NA	85.0%	Spiral 7
47	100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules	Violations	NA	100.0%	Spiral 7
48	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within 1 day of notification and within 1 day of approval by NHDOT	Systems	NA		Spiral I

# 8. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated is hereby amended to add the following:

Lost revenue for FY 19. During FY 19 Cubic shall document and report all lost revenue on a monthly basis. At the end of the Fiscal Year lost revenue shall be reviewed by the Department from the effective date of this Contract Amendment to June 30, 2019 to make a determination if the lost overall revenue will be reimbursable to the Department pursuant to the terms of this Agreement. Notwithstanding any language in this section, the Department retains the full authority to assess lost revenue damages against Cubic at any time if the Department determines that it has suffered lost revenue as a result of the acta or omissions of Cubic in its performance of this Agreement.

# 9. 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
<u> </u>	Original Contract	October 7, 2015 through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	O&C approval date through June 30, 2018	\$0.90
Amendment#2	Amendment 02	G&C approval date through	·\$0.00

Initial all pages

Cubio Transportation Systems, Inc. Initials 3M

		June 30, 2021	
Amond ment # 3	Amendment 03	G&C approval date through December 31, 2011	\$0.90
	CONTRACT TOTAL		\$51,889,724.83

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 act their hands as of the day and year first above written.

Dato: 5 JV14 2018

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

Corporate Signature Notarized:

STATE OF California

COUNTY OF San Diago

On this the \_5th day of \_July 2018, before me, Cathy Dine the undersigned Officer\_Joe McDevitt

personally appeared and acknowledged her/himself to be the Vice President of Contracts and Subcontracts , a corporation, and that she/he, as such Vice President of Cubic Transportation Systems, Inc. being authorized to do so, executed the foregoing instrument for of Contracts and Subcontracts the purposes therein contained, by signing the name of the corporation by her/himself as Vice President of Contracts and Subcontracta

IN WITNESS WHERVOF I horeunto set my hand and official seal.

Ωċ Notary Public/Histice of the Peace

My Commission Expires: June 13, 2022

Victoria Sheehan, Commissioner State of New Hampshire Department of Transportation

Initial all pages

by Attomey General Office Λc

STATE

Cubic Transportation Systems, Inc. Initials 🔼 M

Date: 1/12/18

(SEAL)

AUG 0.8 2018 Date:

**Cubic Amendment 3 Contract Extension** Page 18 of 18

5

# TRANSPORTATION SYSTEMS



# CUBIC TRANSPORTATION SYSTEMS, INC.

#### INCUMBENCY CERTIFICATE

1, 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 October 2, 2017, is suthorized 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 Tumpikes – 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 scal as Secretary of the Corporation this 5<sup>th</sup> day of July, 2018.

David A. Jenkins Vice President, General Counsel & Secretary

5650 Kearny Mesa Road - San Diego, CA 92111 858-268-3100 www.cubic.com - NYSE: CUB

# State of New Hampshire Department of State

# CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CUBIC TRANSPORTATION SYSTEMS, INC. In 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: 0004054047



IN TESTIMONY WHEREOF.

I bereto set my hand and output to be afflixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2018.

William M. Gardner Secretary of State

ACORD C	E	PATE (INCONTY) 0/1/2018				
THE CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A UNFORTANT: If the certificate holder If SUBROGATION IS WAVED, subject	TYELY OR NEGATIVELY AMENI SURANCE DOES NOT CONSTITU UND THE CERTIFICATE HOLDER. In an ADDITIONAL INSURED, the it to the terms and conditions of	D, EXTEND OR ALTER THE CO UTE A CONTRACT BETWEEN T policy(les) must have ADDITION the policy, certain policies may i	VERACE AFFORDED B HE ISSUING HOBURER IAL INSURED provision	THE HOLDER, THIS IV THE POLICIES (8), AUTHORIZED		
this cartificate does not confer rights		such endorsement(s).				
PROBUCIER		Global Risk Manageme	nt			
Arthur J. Gellegher & Co.				818-539-1601		
Insurance Brokers of CA, Inc. License	a <b>60728293</b>	10-539-2300		<u></u>		
505 N. Brand Bouleward, Suite 600		Acciment: grm_cerflicates@ajg.		1		
Glendale CA 91203		MELNER(2) APTCH	IDENO COVERAGE	MAC #		
		munute A: Continental Casually	Company	20443		
	CURICOR-01	manual a: Zurich American Insu		16535		
Cubic Transportation Systems, Inc.		weunes o : Transportation insure	· ••••••	20494		
A Subsidiary of Cubic Corporation				}		
5650 Keemy Mess Road		managers o : American County Co	outhers of respond, IA	20427		
San Diego CA 92111		NIGLIGER E :				
· · · · · · · · · · · · · · · · · · ·		PARAMER P :		·		
COVERAGES CEI	RTIFICATE NUMBER: 396550043		REVISION NUMBER:			
THE IS TO CERTIFY THAT THE POLICIE REDICATED. NOTWITHSTANDING ANY R	Equirement, term or condition	n of any contract or other (	DOCUMENT WITH RESPE	CT TO WHICH THIS		
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH				W PALL THE TERMIN,		
	ACTOL THERE	POLICY OFF POLICY ICP		•		
LTR TYPE OF BENJANCE		Contrates to the second s				
A X COMMERCIAL GENERAL LIABLIN	<b>178.</b> 4014108357	1 10/1/2017 10/1/2010	EACH COCUMPENCE	\$ 1.000.000		
CLAME MADE X OCCUR	1	· , i	PRENESCE (En occurrence)	\$ 1,000,000		
	1 !		MED EXP (Any one person)	6 Exclusion		
	· ·	•	PERSONAL & ADV BUURY	\$ 1.000.000		
			· • · · · · · · · · · · · · · · · · · ·			
GEM. AGOREGATE LINT APPLIES PER	1 1		GENERAL ADGREGATE	\$ 3,000,905		
X POUCY 222 LOC		]	PRODUCTE - DOMPYOP ADD	3 3,000,000		
Di <del>t II.</del>	) [ ] 			<u>'s</u>		
AUTOMORE ILIANSLITY	1		(SCHEDING() SEMICLE ( THEY If a separate	5		
	1 1	1	BOOLY MAUNY (Per parent)			
CHINEED BCHEDULED	-		BODILY INJURY (Per accident)			
AUTOB CNLY AUTOS HIRED NON-OWNED	•		PHOPERTY DAMADE			
AUTOB CHEY AUTOS CHEY			(Page accusions)	-		
				· · · · ·		
A X UNTRELLALIAS X OCCUR	L \$004821644	1 10/1/2017 10/1/2016	EACH OCCURRENCE	8 1,000 000		
			ACKINEGATE	5 1,000.000		
				•		
C NORCES CONFENSATION		10/1/2017 i 10/1/2016	X BER UTH	<u> </u>		
D AND MELIVERY LINELITY FIN	WC 4014105218 (AZ.OR.W) WC 4014105214 (AOB) WC 4014105214 (AOB)	10/1/2017 i 90/1/2016 10/1/2017 son/2016 10/1/2017 son/2016				
			EL EACH ACCIDENT	\$ 1,000.000		
(Emulatory in 184)			EL DISEASE - EA EMPLOYEE	\$ 1.000.000		
A SOMPTION OF OPERATIONS INTER			E & ORBEAGE - POLICY LIMIT	8 1,000,000		
8 Preparty - Bas Balant Special Farm	PPR0913781812	80/2015 @/1/2019	Real & Para Prop Deduction	San Batyer 6 25,000		
4 Spicial Form   Replacement Cast		· · ·				
	i I		1	1		
assamment of another particular function in the second state of th						
	•		· · · · · · · · ·			
CERTIFICATE HOLDER		CANCELLATION				
State of Now Hampshire Department of Transportation, Bureau of Tumplices P.O. Box 2550 Concord NH 03302-2950						
USA			<u> </u>			
		- 10m	- action			
······································		A 1995-2015 A	ORD CORPORATION.	All rights research		

The ACORD name and togo are registered marks of ACORD

34



Victoria F. Sheehan Commissioner THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

(-1+C#5D) ate 12-19-18



William Cass, P.E. Assistant Commissioner

Bureau of Turnpikes December 5, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council

State House Concord, New Hampshire 03301

#### 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 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 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,

₽.

Victoria F. Sheehan Commissioner



**Denis** Goulet 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

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,

Chrsanne Curry for Denis Goulet

DG/ik/ck DOT 2015-068D

cc: Julie Seiger

WHEREAS, parsuant 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 outain 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 liem # 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.

WHIRRAS, the Parties now wish to amond the Agreement as act forth in this Forth Amondment;

WHEREAS, Cubic and the Department have agreed to amond 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 Construct Documents is hereby amended to add the following:

#### c. Contract Amendment 4

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 4;
- 2. Contract Amendment 3;
- 3. Contract Amendment 2;
- Contract Amendment 1;
- 5. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).

Initial all pegos Cubic Transportation Systems, Inc. Initials 3 W

Cubic Amendment 4 Contract Extension Page 1 of 18

- The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
- 7. Pinal State Responses to Vendor Inquiries to RFP 2015-068.
- 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.
- Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

# 3. Exhibit A of the Agreement, Section 2 Deliverables, Milestones and Activity Schedule is horeby amended to add the following:

Please III-A Provisional Go-Live - 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, parsuant 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.

<u>Phase III-B Stabilization</u>- 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 shall implement Spirals 1-7 including 7A and 8 as described below which are comprised of programming enhancements to bring the BOS functionality to 80%. Payments for the Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I-III-A-D.

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as smended herein through June 30, 2019. As Spirals are implemented, tested and approved by the Department various KPP's shall also be implemented as described within this Contract Amendment at Table C-9. At the end of this period an end to and regression testing of these spirals will be performed to assure the system is operating appropriately with the implementation of spirals 1-8.

Phase  $\Pi - B$  - Schedule and High Level Description of Delivery: The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals, as designated by the associated JIRA ticket list as mutually agreed between NHDOT and Cubic, represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spiral | & 2 - Completed

- BOS Account Management Fixes to provide better functionality for the CSC operators.
- · Request Address Look up from Connecticut DMV so involces can be sent.
- Improvements to Image Review System including system controls parameters on certain plate types and an improved "heip" feature for operators.

Cable Amendment 4 Contract Extension Page 2 of 18

# Spiral 3 & Spiral 4 - Completed

- BOS Case Management improvements for better tracking of customer request.
- · Issuing Invoice/Violation Dispute and other Dispute Correspondence to customers.
- Improvements to Image Roview System regarding Plate Type for Massachusetts and Maine

#### Spiral S& 6- Completed

- Transaction Processing Rules refined including reject and pending transactions.
- Invoice/Violation Processing Rules refined including escalation process.
- KPT's, 2, 6, 22, 23, 30, 42, 43 per table C-9 Key Performance Indicators for FY 2019

#### Soinal 7 - January 19

- Interactive Voice Response (IVR) system implementation
- BOS document Imaging System for incoming Customer Correspondence and other documents to allow for the documents to be attached to customers' accounts. This allows CSC operators quick access to document during their calls with the customer.
- All Customer Correspondence finalize and implemented through mailed or email per the Business Rules
- Automation of Refunds processing.
- Automatic Clearing House (ACH) per NACHA
- Outstanding issues from previous Spirals
- PCI compliance
- KPTs 10, 15, 16, 46 per table C-9 Key Performance Indicators for FY 2019
- Reports to be delivered in January 2019

#### Spicel 7A & 8 February 2019

- Interactive Valce Response (IVR) system improvements
- · DMV & DMV Hold Process for Messachusetts and Maine and reporting improvements
- Outstanding issues per the approved Jira List
- 7 Day to Pay account improvements
- Violation Reports
- Transaction Processing Reports
- Financial Reports
- Customer Service Reports
- KPI 25 per table C-9 Key Performance Indicators for FY 2019
- IVR Reporting
- Address Management implementation of skip tracing, Address normalizing, US Postal forward addressing.

Phase III-C Post-Stabilization \_During this period Cubic shall implement Spirals 9-12 to bring the BOS functionality from 80% to 100% per this Agreement. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase 1-III A-D

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as amended herein through June 30, 2019. As Spirals are implemented, tested and

Initial all pages Cubic Transportation Systems, Inc. Initials Cubic Amendment 4 Contract Extension Page 3 of 18

approved by the Department various KPI shall also be implemented as described within this Contract Amendment at Table C-9. At the end of this pariod the BOS shall be operating with the entire major functionality in-place with the exception of system enhancements i.e. Cash Payment Network, D&V Hold Automation as described in Original Contract to be completed in Phase III D. At the conclusion of this period, Cubic shall commence full operations in accordance with Phase IV of the Agreement and Phase III-D Final Acceptance requirements of this Amendment.

The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spiral 9 February 2019

- Transponder Inventory
- Frequency Discount Plan
- Problem Plates
- OTG Kit alsorithm
- KPI's 1, 21, 24, 26, 27, 28, 31, 37, 40 41, 44, 45, 47 per table C-9 Key Performance Indicators for FY 2019
- Text messaging

Spiral 10 - April 2019

- GL GL data generation, Lawson interface, trial balance implementation
- KPI's 38 & 39 per table C-9 Key Performance Indicators for FY 2019

#### Soiral 11 - May 2019

- Problem Plates
- System Maintenance Alarma/notifications

Solnel 12 June 2019

- Floot Files upload of Business account floot information.
- Mobile Application
- KPF± 34.
- Credit Card Undator implementation
- Invoice Transfer of Responsibilities (TOR) of invoice from a Rental car agency to the runter.
- OTG retailer web access

This work is in addition to and not in lieu of the deliverables listed in Table 1.5

On July 1, 2019 the Operations and Maintenance payments shall revert back to the Original Contract Requirements. Spirals accepted after June 30, 2019 will not be paid. Pursuant to the terms of the Original Contract, Cubic shall not receive an Operations and Maintenance payment unless all the Spirals are completed and accepted including Post Spiral Release testing fixes.

Phase III-D Final Accentance: During this period Cubic shall complete Cash Payment Network and DMV Hold Automation, update any documentation as required due to these new functionalities and perform Final System Acceptance testing, AKA Bad to End testing per \$9 Exhibit M. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Dotail Cost Phase I -IIIA- D, shall be completed by September 30, 2019 excluding Cash Payment Network and DMV Hold Automation.

If Phase I-III A-D is not completed and accepted by December 31, 2019, pursuant to the terms of the Original Contract, Cubic shall not receive any Operations and Maintenance (O&M) payments beginning January 1, 2020 forward until Phase I-III A-D is complete. These O&M payments will not be retroactive after completion and acceptance of Phase I-III A-D Deliverables. The Contractor can request an extension beyond December 31, 2019 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

(** 10 Transation Proceeding							
Develoption	Į,	Feb		. Apr	May		fetel
TP Cost	\$ 354,500.42	\$354,880.61	\$154,900.42	\$354,500.41	\$354,900.62	\$354,900.62	\$2,129,433.72
Spiral Release 1						· · ·	· · ·
Sphul Rulazee 2						·	18
Spiral Aniezant 3						L	<b>\$</b> .
Spiral Reisente 4				l	1	I	5
Spiral Anience 5					L		5.
Iptral Releven G						L	<u> </u>
Spins Indexes 7	5 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,009,00	\$ 35,000.00	\$ 210,000.00
Sairai Auleane 7A B II		\$ 35,000.00	\$ 35,000.00	5 25,000.00	\$ 35,000.00	5 55,000.00	<b> \$ 175,000.00</b>
Spiral Palance 9			\$ 15,000.00	1 \$ 14000.00	\$ 15,000,00	\$ 19,000.00	12 000000
Spiral Release 30			\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 35,000,00	2 240,000.00
Spiral Reinster 11			<b>\$</b> ·	S Marrie	\$ 10,000,00	\$ 16,000,00	\$ 20,000.00
Spiral Relates 12			<b>\$</b> .	5 2,000,00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
Transaction Proceeding Total Cost	5 385,500.62	\$494,900.62	\$474,800.62	5 500, 900, FZ	\$309,900.62	\$ 505,900.62	\$2,03,40.7

Table 1.6.3 Cubic Cost for PY 3039 January 2019 to June 30, 2019

Annal day	l internet in the second s	Feb		Apr	May	Jum .	Tata
Desclyttan			F=	FF			1
Wells-In Contains Ope	L		<u> </u>			1	· · · · · · · · ·
Concord Service	5 27,670.89	\$ 27,670.89	15 27,000	3 27,570.89	S ZI, SICLE	\$ 27,510.00	\$ 166,025.3
Portsmouth Service Center	5 87,213.27	\$ 17,213.97	\$ 37,211.37	\$ 17,213.17	\$ 37,219.37	\$ 37,211.37	\$ 223,280.2
Hughus Service Center	\$ 11,232,59	\$ 71,271,99	\$ X,231.00	s name	\$ 31,232.39	\$ 31,231,99	<u> \$ 147,3655</u>
Walk-In Canter Total				_			<u>  5 _ 574,728_3</u>
Pase-Through Cost **						<u> </u>	
Communications - Talephone Fees	\$ 3,800.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 13,8000
Communications - Other Communications			I				<u> </u>
Postage Fees <sup>4</sup>	\$ 105,000,00	\$100,000.00	1 \$101,000.00	\$ 102,000.00	\$101.000.00	1 \$ 100.000.00	] \$ mirano
Cash Payment Network	5 20.54	\$ 200,54	<b>15 200.5</b> 4	<b>\$ 300.54</b>	5 200,04	5 30.54	]\$ 1,00.2
Credit Card/Financial Faes	\$ 251,192.49	\$251/6L 15	\$254,720,65	\$25,994.20	\$27,71.9	\$254,990.90	111215
Pres- Warnigh Cost Total			-				42,171,482.7
9001						\$151,617.00	\$ 131,637.0

#### PY 13 Tutal Old M Cost

\* levelar/Mahalan notice postage actuals are papele @ 200 well lipins 12 values mutually agreed to.

\*\* Peer through cast about are authorized for this ported. Payments will be based an actuals with appropriate techny and modules provided with the exception of the involve/Mahalana as stated above.

Initial all pages

Cubic Transportation Systems, Inc. Initials 214

Cubic Amendment 4 Contract Extension Page 5 of 18

\$ 1,723,700.43

4. Exhibit A of the Agreement, Section 2.1 Design/Implementation/Testing Table is hereby replaced with the following to align with Phase III A-C.

Item No.	Daliverable/Millestane	Deliverable Type	Projectal Delivery Date
1	Notice to Proceed/Performance Boad		Completed
2	Project Schedule (Basoline)	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
	Proliminary System Design Document	Written	During Phase III C
10	Final Master Tost Plan	Written	Completed
$\frac{1}{11}$	Final Interface Control Documents	Written	Completed
12	Final System Design Document	Written	During Phase III D
13	Final Go-Live Plan	Written	Completed
14	Final Business Rules Document	Written	Completed
15	Draft Standard Operating Procedures	Written	During Phase UI C
16	Draft Reports Manual	Writton	Completed
NEW	Provisional Go-Live		Completed
NEW	RTM requirements deployed in production	1	Completed
17	Final Suspension of Operations Plan	Written	During Phese III D
18	Draft User Manuala	Written	Completed
19	Draft Distator Recovery Plan & Business Continuity Plan	Written	During Phase III B
NBW	Stabilization OST (regression + new functionality) AKA Mini End to End Testing	Writton/Test	During Phase III B
NEW	Stabilization Functionality per RTM Oo-Live	Written/Test	During Plante III B
<u>19A</u>	Finel Disester Recovery Plan & Business Continuity Plan		During Phase III C Completed
20	Finel Training Plan	Written	
NEW	Post-Stabilization Spirals 8-10	Written/Test	During Phase III C
NEW	Post-Stabilization Spirals 11-12	Written/Test	During Phase III C During Phase III C
21	Finel User Manuals	Written	During Phase III C
22	Final Reports Manual	Written	During Phase III C
23	Final Standard Operating Procedures	Written	
24	Initial System Test Completion*	Written/Test	Removed

Initial all pages Cubic Transportation Systems, Inc. Initials 14

1.

Cubic Amendment 4 Contract Extension Page 6 of 18

	Data Migration & Go-Live Completion*		Completed
25 🛦	Interface & Commissioning Test Completion/Final Acceptance* AKA End to End Testing	Watties/Test	During Phase III D
	Retaining Related**	5.00%	

\*Completion shell 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 das dates will be set based on Cablo Project Schedule approved by NHDOT.

5. Exhibit B of the Agreement, Section 1.3 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 cost.

Think 1.5	Project Deliver	rs Datali Cett	: Photo C -	[1] A-D

	Project Dalleery Deal Cold Fridige Cold and	Person	Canada da Canada Tegranda M	-	Į		Cash Pay Are
			T	nd Carl P	1 - 30 A-C	16,60	
Litic Print	nut Blanting		600%				_
	Males in Proceedingformation Sand	3,00%	3,83%	4.25%	4,19%	\$451,256,00	\$451,250,00
<u> </u>	Product Schenkele (Smething)	1.00%	6.62%	0.5076	\$.70%	\$10,251.00	\$541,500,0
Rees SI A	Redding Gallin		(1,197)	•			
•	Cruff Business Rules Deservers	5,00%	(1.075	4.75%	16.076	3151,251.00	9983,758,85
	Drug buirghes Cantral Dormanum	2,00%	11.00%	LINK	12,25%		\$1,173,2504
-	Paul Cong Myratan Plan	2,80%	1140%	LIPN	14,25%	1180,500,60	
	Paul Budence Roles Decement	2,00%	(1.00%	1,97%	16,15%	\$198,508.00	
20	Plast Trateing Plan	2.09%	19.00%	1,99%	18,03%		11.7H.750
34	Julle Beter Fur Congletan	8.00%	19,00%	4,00%	18,09%	50.00	\$1,714,7304
XEW	Presidence Co-Line	3.80%	34.83%	4,73%	11.6%	\$451,258,00	12,166,000.0
	Date Mignates & Co-Live Compiletion	6.00%	32.00%	7,00%	18.405		271001000
	Cruel Report Manual	1.00%	JUDIN.	1,986	11.30%	\$124,990.00	\$1.000.000
	State engelerarete deployet in gredentim.	13.09%	47,67%	1235%	464.5%	\$1,173,793.00	34,361,755

Den 20	Bydellagtine fåndesling årenererterfant		2349%				
•	Probability (Do-Long System Design Document	1.0 <b>m</b>	39.60%	2.87%	47 30%		54,512,500.00
3	Paul Project Management Plan	2,58%	32 39%	118%	40.87%		H 38 17 18
	Paul Manue Tert Plan	2,5854	354856	23856	2227%		34,963,739,89
11	Poul Anaritan Cantral Decompta	2.00%	57,00%	L.98%	SLUTA		ILIN, M.M.
1	Angelements Press Descent	LINK	51.60%	1995	\$1.10%		33,334,30040
IJ	Find Inglandation and Transiston Film (turbulary Co. Line Hard	5.005	43.68%	4756	77 A 16		11,411,719.00
26	Date Japantes & Co. Des Completion	1464		1996	(IL)		
	Deal Char Shamph	2,005	67 40X	1995	¢1.63%		\$4,041,791.00
U	Drigt Dannier Berryry Plan & Bastons Contenty Plan	1.00%	61.87%	6.97%	64,00%		94,137,898.85
2	Dref Sender/ Opening Neurolog	3.00%	TLOOK	215%	\$7,4 <b>7%</b>	1176,778.00	96,407,790,00
	Ministration CALLARA Sales Led in Real Venting (regenerates + new Residentially)	4 (MI),	71,00%	3 88%	71 25%	2361.000.00	36,768,730.00
	SubEnsion Practiceality py ETM Colden	5 00%	80.68%	4,77%	XAT	M31,239.00	17,230,600,80
R <b>ano</b> 2 (	CPusi-Buildinden Bucheling Semenater Serie		JAANNA	,			
LMA	Paul Disease Jacovery Pare & Budease Contently Plan	1.00%	BL.BRG	1 1 1 1 1	76.97%		17,710,234 08
21	Paul Cher Manach	3.00%	M.00%	1111	71.10%	\$178,756.00	11,511,000
	Persi Brabillantica Opirals 8-20	200%	85,00%	1,99%	si 10%	1111,148.00	11,741,900.00
12	Find Sports Manual	1005	17.465	0,93%	EL ATA	390,270.00	יא פרן דע לע
234	Find Renderd Operating Presedents	2.00%	10.00%	1.99%	HJ75	1100,500.00	\$1,652,250.00
	Pros Beldinstin Spinis 11-12	1 80%	90,00%	997%	13.59%	599,239.00	58,132,300.8
Dam II D-Ebul Anglant							
	Find Sprine Dalys Document	3.00%	ALMS.	1 3175	11115	1210,790,00	SLUG-
<u>13</u>		2.00	95.000	1107	1023X	ITTE SIGLE	11,77,780.00
	Paul Superstan of Operators Pan Final Acceptore for place & Constanting Sect Completion		100 0075	4.75%	READS.	Lett 785.00	19,01,000.00
282	All a Burl to Burl Testing	5.00%				• •	10,000,000.00
23	Rentered Released	1.00%	1	5.00%	100.00%	3473,008.0	<b>W</b> ,

6. Exhibit B Section 1.6 Cable Operational Cast is hereby amended by replacing Table 1.6.3 Cohic Operational Cost for FY 19 with the following table. This revised Maintenance cost structure shall only be utilized through June 30, 2019 and shall be void as of July 1, 2019. On July 1, 2019 the Agroement will revert back to the original contract payment structure for Operations & Maintenance, unless further revised by the Partice.

The revised Operation and Maintenance cost structure is determined by taking the overall contract FY 19 OddM (excluding Walk-in-Center, SOC1, and Pass Through costs) then dividing by twelve (12) into a monthly amount. This emount of funding is portioned out by the Spiral cost per Contract Amoudment 4 and the remaining funding is distributed evenly across each month for the monthly Transaction processing (TP) payments. The total monthly OddM payment is determined by the monthly Transaction Processing cost plus any additional cost for the implementation of the Spirals plus Walk-in-Center, Pass through cost, and SOC1 audit as shown in the Table 1.6.3 below.

Cubic shall be eligible to receive the Transaction Processing payment increase related to a Spiral Release after the Department tests, approves and Spiral is released into Production, including any system reporting in

scoordance with the terms of this Agreement relating to approval of deliverables. A Spiral Release will be considered final, and therefore eligible for payment, after it is provided to the Department for pro-production testing and approved for release to Production. After the Spiral is moved to Production, the Department will perform Post-Production testing and acceptance. The Parties agree that the Department shall have at least two weeks to review and test the Spiral Pro-Production before determining whether it should be approved and placed into Production. The Department will also be performing Post-Production testing for at least two weeks for acceptance of the Spiral.

All Spirals shall be implemented as noted in the table. If a Spiral Release is delayed or not approved, the Department shall not make the Transaction Processing payment increase to Cubic for that month and shall not make any back payments after the Spiral is complete. If a Spiral is completed, approved and accepted carlier then expected, the Transaction Processing payment will be moved ahead.

If during Post Spiral Release testing and prior to acceptance, system defects associated with the Spiral are detected the Department reserves the right to reduce subsequent Transaction Processing payments related to the Spiral or assess KPIs

ι

7. 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 Indicators Column Regained Performance is hereby amended to add the following table for Piscal Year 19:

The FY 2019 KFI Required Performance table below is broken out by Pro-Spiral Release and Post Spiral Release. The KFI Required Performance listed under "Pro-Spiral Release" shall be assessed for the month the contract amendment is approved and each month thereafter until the applicable Spiral Release is approved. The Post Spiral Release KFI will be reported for the month after the designated Spiral Release is approved by the Department and placed in production. A Spiral Release can also change the KFI Required Performance, for example Required Performance # 10 will change from 15 days to 10 days after Spiral 7 is approved. The Post Spiral Release noted in the table is based on the Addendam # 1. Starting on July 1, 2019 of Fiscal Year 19 all KFI's will be essessed per the Contract, regardless of the status of Spiral Releases.

#	Required Performance	KPI Category	Pre- Spiral Reicase	Foot Sylval Reionso	Spiral Reisess
1	Phone System Availability shall be 99.9% or greater. Pro-Spiral Release will be based on Call Center's hours of Operation. Post-Spiral science will be based on 24/7 evailability	System	99.9%	99.9%	Spiral 9
2	Correctly handle of all data entry and each activity for Customer interactions at reamined percentage.	Customer Setisfaction	90%	98.0%	Spiral 6
3	90% of all images identified for snamel image review to be processed within 1 day of the transaction and images received at the BOS.	længe Revisw	70.0%	90.0%	Spiral 4
4	100% of all images identified for menual image review to be processed within 3 days of the transactions and images are received at the BOS.	Image Review	80.0%	100.0%	Spini 4
5	100% of Castosaer transpoader orders for the month are sent within 2 days of receipt of the order	Fulfilment	95.0%	100.0%	Spiral 4
6	100% of transponder status changes (e.g. lost/ status/ new) are updated within 1 day of request; or immediately when received by phone or in person	Politiment	95.0%	100.0%	Spiral 6

## Table C-9 Key Performance Indicators for FY 2019

Initial ati pages Cobio Transportation Systems, Inc. Initials <u>M</u>

٢

# STATE OF NEW HAMPSHIRE Department of Transportation Bareas of Turnpikes BFP 2015-068

# Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing CONTRACT AMENDMENT 4

7	Daily Rovenue reconciliation - 100% of all revenues posted and payments received as reported	Financial	3	3	Spiral 4
	by the Toll System reconciled with the system within 3 days 100% of all financial and	Reporting	 ID	10 · · · ·	
8	transectional monthly reports and available, reviewed and reconciled within 10 days after month and.				
9	Produce the daily settlement reports & request for transfer of finds data within 1 day of the close of the business day.	Reporting	3	1	Spirel 4
10	100% of the operational reports are accurately submitted to NHEOT within 10 calendar days of period end (including KPI reporting). Operational and KPI reporting will evolve over ouch Spiral implementation.	Reporting	15	10	Spiral 7
11	Complete investigation of all eredit card charge backs within 3 days of report from credit card processor	Financial	3	3	Spind 4
12	All credit card, cash, checks, or money orders reconciled by close of the following business day.	Financial	I	1	
13	Credit Card Processor statement reconciliation shall be completed by close of the following business day.	Financial	1	1	
14	Moethly reconciliation between back statements, system, and trial balance shall be provided within 5 days of the calendar mosth and.	Pinescial	5	5	
15	Monthly reconciliation of actifications to agancies shall be provided within 5 days of the calendar month and.	Financial	7	5	Spiral 7
16	Produce sectorocity report and invoice to B-ZPass Group agencies by 13th day of each month.	Financial	15	13	Spiral 7
17	100% of PCI sudits completed on time	Compliance	100.0%	100.0%	

18	100% of SSAE16 compliance exceptions resolved within 5 Days of report, or within such other time period as agreed by NHDOT is the applicable remedial plan	Compliance	100.0%	10,0.0%	
19	Zero Privacy Breach - Credit Card or Back Account Data	Compliance	0	0	
20	Zero Privacy Breach - Personal Account Information	Compliance	0	0	
21	Back Office System Availability shell be at required percentage.	Systems	99.5	99.982%	Spiral 9
22	Web System Availability stull be at the required percentage.	Systems	99.5	99.9%	Spiral 6
23	99.9% of NH transactions received from the Lane/ORT from the Normal or Class- Minnatch file are processed correctly and within 24 hours (Post-Spiral) and 48 hours (Pre- Spiral) from the point at which the transaction is received by the back office systems for porting.	Systems	99.9%	99.9%	Spiral 6
24	99.9% of all file transfits (i.e. IAG, DMV) are assembled and transmitted within 24 hours. *excludes the mail house files until (he new small house is implemented in June 30, 2019.	Systems	NA	99.9%	Spinal 9
25	Customer antisfactions • phone • walk-in • e-mail • web • secret shopper	Customer Setiafaction	NA	85.0%	Spinal S
26	Logging Toll or Violation disputes by entering into the toll system within 1 day of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone	Violations	NA	99.9%	Spinal 9

#### Department of Transportation Bureau of Tarapiton RFP 2015-068 Back Office Systems to Support Electronic Telling, Video Tuiling & Vicintion Proceeding CONTRACT AMENDMENT 4

77	95% of completen, Toll and Unpaid Toll/Violation disputos are resolved within 3 days from the logging of the completint (arcindes DRAV Hold transactions). Resolution is defined as performance consistent with the business	Customer Setisfaction	NA	95.0%	Spini 9
28	relo. All Toll and Unpaid Toll/Vicistion disputes are resolved within 5 days (excludes DMV hold transactions). Resolution is defined as performance consistent with the business rule.	Vicinica	NA	100.0%	9pini 9
29	Speed of Answer - 95% of calls received are answered within 18D seconds of accounting the queue to speak to a CSR	Customer Setimation	75%	95.0%	Spiral 5
30	Speed of Answer (DMV Holds) -85% of calls received are enswered within 60 seconds of accessing the quoue to speak to a CSB.	Customer Section	NA	85.0%	Spind 6
31	Customer weit time does not exceed 10 minutes. Pro-Spini (his cannot be consured, however staffing lovels shall be maintened to strive to meet this target.	Customer Satisfaction	NA	LO	Spiral 9
32	99% of all license plate transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plain, state and type; or, correct code off codes identified)	lmego Review	NA	98.0%	Spinel 4
33	95% of all menual image review "reason codes" are assigned correctly to the image	linigo Review	NA	95.0%	Spini 4
34	100% of statements, involces, and Violation Notices melled or emailed within the document generation date (as set out by NHDOT for issuing the statement, involce or Violation Notice)	Notice	NA	100 %	12

Initial all pages Cubic Transportation Systems, Inc. Initials

.

Cubic Amendment 4 Contract Extension Page 13 of 18

#### STATE OF NEW HAMPSILIRE Department of Transportation Bureas of Taraphas RFP 2015-068

)

## Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Proceeding CONTRACT AMENDMENT 4

	Prading malihouss conversion				
35	Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 1 day of the Contractor reactiving notification of failure	Notice	NA		Spiral 2
36	Request credit card and ACH replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cath/check Customms within one day of reaching replenishment threshold.	Forgenois	NA	1	Spiral 2
37	100% of refinds issued within 10 days of the castomer request date (as set out by NEIDOT for issuing refinds)	Customer Setisfaction	NA	10	Spiral 9
	Monshly reconciliation of all general ledger eccounts on the trial balance shall be provided within 5 days of the calendar month and.	Financial	NA	5	Spinel 10
39	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Financial	NA	5	Siptral 10
40	97% of all Customer contact notes for the month have the correct resson code and notation recorded.	Customer Setisfaction	NA	97.0%	Spiral 11
41	Contractor responsiveness to track and resolve maintenance support issues, and general requests from NHDOT.	Systems	NÁ	5	Spini 9
42	Violation of internal procedures and/or controls.	Compliance	0	0	Spiral 6
43	Zero violations internal controls as identified in the standard operating procedures and internal controls documentation.	Compliance	0	0	Spiral 6

~

Cubic Amendment 4 Contract Extension Page 14 of 18

#### Department of Transportation Bureau of Turnplics RVP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Proceeding CONTRACT AMENDMENT 4

44	Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer's or video account number, vehicle plate, or other identifying characteristic has been entered by a system user.	Systems	NA	5	Spiral 9
45	Save Time shall not exceed 5 eccords, where Save Time is the time required to save updated information.	Systems	NA	5	Spiral 9
46	More than 85% of phone or in- person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	Customer Satisfaction	NA	83.0%	Spiral 7
47	100% of all unpaid transactions are exceleted through the invoice and violation process accurately at the point in time as defined by the business rules	Violations	ŇĀ Ü	100.0%	Spiral 9
44	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within 1 day of notification and within 1 day of approval by NHDOT	Systems	NA	1	Spiral 1

8. Exhibit M Addendam 1 issued January 22, 2015, Reference # 23 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	Measuroment	KPI Nen-Compliance Points
Customer Average Monthly Walt time does not exceed 19 minutes.	Contractor to Provide performance measurement medical	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.

9. Existent M NHDOT RFP 2015-968 (with Addenda) Incorporated is hereby amended to add the following:

Lest revenue for FY 19. During FY 19 Cubic shall document and report all lost revenue on a monthly basis. At the end of the Fiscal Year lost revenue shall be reviewed by the Department from the effective date of this Contract Amoudment to June 30, 2019 to make a determination if the lost overall revenue will be reimburship to the Department pursuant to the terms of this Agreement. Notwithstanding any language in this section, the Department rotains the full authority to araces lost revenue damages against Cubic at any time if the Department determines that it has suffered lost revenue as a result of the acts or emissions of Cubic in its performance of this Agreement.

19. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated, Section C-4.9.6 Acceptance Testing is hareby replaced as follows:

The intext of Final System Acceptance testing, AKA End to End testing is to varify that the System and all related services are in conformance with the Requirements and subsequently approved design documentation, plans, manuals and other deliverables. Final System Acceptance Testing shall be performed under live conditions, using actual production data (test accounts and plates as needed) within 30 days of Phase III C completion. Final System Acceptance Testing shall include validation of the functionality specified below based on the RFP and the Key Performance Indicators (KPT's) with NHDOT. The KPI's shall be tested and verified for one (1) month. During Final System Acceptance Testing the Contractor and NHDOT shall validate that all reports of the System are accurate and generated appropriately. NHDOT reserves the right to withhold issuance of Final Acceptance until all reports are accurate and in accordance with the requirements, business rules and approved design documents and reports manual.

- 1) Customer Account Management Functions;
- Call Center Customer Service Representative Call processing, Interactive Voice Recognition (IVR) functionality;
- Transaction Processing including but not limited to image review process, E-ZPass Inter-Agency Group processing, Invoice/Violation notices and New Hampshire Department of Motor Vehicle Hold;
- Customer Correspondence documents including statements. Communication Configuration (Library of Communications shall be updated to reflect system processing.
- 5) Wobsite Functionality and GUI;
- 6) Mobile Application and GUI;
- 7) Payment processing Including credit/debit card, ACH, cash, check;
- 8) Transponder Inventory Management Functions;
- 9) Reporting:

ł

- 10) Financial Accounting Functions Including reconciliation, sudit and reporting;
- 11) System Security-Role/Privilege Management and reporting:
- 12) Audit Trail Capture and Analysis supports the identification and monitoring of activities within the System or application including MOM's alarms and reporting; and
- 13) Text Input Validation ensures the application is protected from buffler overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Cubic shall manage and track any anomalies, failures, or other issues noted under Final System Acceptance testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a

minimum, to NHDOT. Cubic shall satisfactorily address all punch list items prior to receiving Final System Accorptance from NHDOT. NHDOT reserves the right to request re-testing of any punch list item prior to granting Final Acceptance. Final System Acceptance testing shall be the final test to be completed and shall only be initiated once all of the System elements have been installed and configured and all previous tests have been successfully completed. Cubic shall supply test scripts for NHDOT review and commant no later than 30 days prior to commencement of the test. NHDOT reserves the right, at its sole discretion, to determine if the System and essociated acrylocs meets the requirements of the Contract.

CONTRACT AND AMENDMENT NUMBER	AMERICALITY TYPE	EFFECTIVE DATE	CONTRACT AMOUNT	
	Original Contract	October 7, 2015 through June 30, 2021	\$51,689,724.83	
Amendment#1	Amendment 01	G&C approval dato through June 30, 2018	\$0.00	
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$1.00	
Amendment # 3	Amendenent #3	O&C approval date through December 31, 2018	\$0.02	
Ameadment # 4	Amendapent 04	G&C approval date through June 30, 2019	\$9.00	
	CONTRACT TOTAL		\$51,009,794.83	

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

Initial all pages

Cubic Transportation Systems, Inc. Initials

Cubic Amendment 4 Contract Extension Page 17 of 18

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 beccunto set their hands as of the day and year first above written.

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

Corporate Signature Notarized:

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 this the 30<sup>th</sup> day of November 2018, before me, Claudia Strup, Notary Public, the undersigned Officer Joe McDevitt, personally appeared and acknowledged himself to be the <u>VP</u>, <u>Contracts</u>, of <u>Cubic Transportation</u> Systems, <u>Inc.</u>, a corporation, and that he, as such <u>Vice President of Contracts</u> being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Contracts.

IN WITNESS WHEREOF I hercunto set my hand and oflicial seal,

Notary Public/Statice of the Pose

My Commission Expires: CARE NS, 2033

Victoria Shechan, Commissioner State of New Hampshire Department of Transportation

Lacines 11

noval by Altomay General Office

Date: 126/16

Date:

CLAUDIA STRUP

Notary Public – Catifornia San Diego County Commission # 2234921 My Commis Expires Apr 15, 2022

Date: 11/50/ 2018

Date: DEC 19 2018

# State of New Hampshire Department of State

#### CERTIFICATE

L 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: 0004084047

K. 1



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2018.

William M. Gardner Secretary of State

# State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CUBIC TRANSPORTATION SYSTEMS, INC.

FILE NUMBER:C0650945FORMATION DATE:05/05/1972TYPE:DOMESTIC CORPORATIONJURISDICTION:CALIPORNIASTATUS:ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 21, 2018.

ALEX PADILLA Secretary of State

NP-25 (REV 03/2018)

RYN

CUBIC TRANSPORTATION SYSTEMS, INC. INCUMBENCY CERTIFICATE

JBIC

I, David A. Jenkins, Vice President, General Counsel & Sccretary 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 October 2, 2018, 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 30th day of November 2018.

1) with A. Jenkins Vice President, General Counsel & Secretary

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

	Y AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS , EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
	TE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
	policy(les) 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 cartificate does not confer rights to the certificate holder in tieu of a recourse	I OPAGET
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	1 MANER
818 Town & Country Bled, Subs 500 Houston, TX 77024-4549	Process         FAX (AVC, Not, 713-877-6975         FAX (AVC, Not, 713-877-6974           AVC, Not, 713-877-6974         AVC, Not, 713-877-6974
· · ·	BIDURER DI AFFORDING COVERAGE NACE
	Ball/RER & Continental Casually Company 20443
UCLUNED Cubic Transportation Bystems, Inc.	exercises a Transportation Insurance Company 20494
5650 Keenny Mean Road Sen Olego, CA (2111	NOURER C American Canually Company of Reading, Pennsylvania 20427
	adluRER () :Continental Insurance Compeny delURER () :
	MOUNTER P :
COVERAGES CERTIFICATE NUMBER: 7PXKRYT&	REVISION NUMBER:
	WE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORI	DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE THE ACCURATE AND CONDITIONS OF SUCH POLICY MUMBER THE TYPE OF REMARKE	POLICY EXT   POLICY EXT
A         X         COMMERCIAL GENERAL LLAGRETY         60075635647	10/01/2018 10/01/2019 EACH OCCURRENCE \$ 1,000,000
CLANS-MADE X OCCUR	DAMAGE TO RENTED PRIEMSES (EA supernenge) \$ 1,000,000
	MED EXP (Any one pareon) \$
	PERSONAL & ADV INJURY S 1.000,000
	GENERAL AGGREGATE \$ 3,000,000
	PRODUCTS - COMPIOP AGG S 3.000,000
	COMPANIED BANGLE LINNY
ANY ALTO	BOOLY BUURY (Per person) \$
AUTOS ONLY AUTOS AUTOS ONLY AUTOS AUTOS ONLY AUTOS	BOOLY INJURY (Per sociarity) 5 PROPERTY DASIAGE
AUTOS ONLY AUTOS DNLY	(Par decision)
D X URRITELLA LING X OCCUR	10/01/2018 10/01/2019 EACH OCCURRENCE 5 1,000,000
	AGGREGATE \$ 1,000,000
B         WORKERS COMPENSATION         WC6072902282- AZ, OR & V           C         AND EMPLOYERS' LIABLITY         Y/N         WC6072902258 - CA	
ANY PROPRIE FOR PARTNER/EXECUTIVE	EL. EACH ACCIDENT § 1.000,000
Filendidary in 1910	
	EL DIBEASE - POLICY LIMIT , 6 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ADDID 191, Additional Remarks Bahad) RE: Contract REP 2015-085.	ia, may be allosted I more apace is required)
	need to provide (30) days Notice of Cancellation (except for 10 days for non-payment of
in the event of carriers of by the maximum comparises, the policies have been enco premium) to the certificate holder shown below.	unar m la narina (son) caste unarce di mesinaristicu (excelit ico, ino casta ico, uqu-bañuneur di
<u>CERTIFICATE HOLDER</u>	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED GEFORE
	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
State of New Hampehire Department of Transportation,	
Bureau of Tumphase P.O. Box 2950	AUTHORSEED REPRESENTATIVE
Concord, NH 03302-2960	( <b>b</b> ., <b>k</b>
· · · · · · · · · · · · · · · · · · ·	Page 1 of 2 © 1968-2015 ACORD CORPORATION, All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD EVIDENCE OF PRO		
THIS EVIDENCE OF PROPERTY DISURANCE IS ISSUED AS A MAY ADDITIONAL DITEREST NAMED BELOW. THIS EVIDENCE DOES NO COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSURD (INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCE)	TER OF INFORMATION ONLY AND CON T AFFIRMATIVELY OR NEDATIVELY AND OF INSURANCE DOEB NOT CONSTITUTE	FERS NO RIGHTS UPON THE
ABBIEV PHONELLA IN THOMELLA INC. 713-877-8975 MCGRIFF, SEIBELS & WELLIAMS OF TEXAS, INC. 818 Town & County Bird, Suite 500 Houston, TX 77024-4549	Country Zurich American Insurance Company	
Рад Мал. Вык. 713-877-6974 Ассонцан: соок: Анакомара: соок: Соок:		
Guardaden do et anexanzo Cubic Transportation Systeme, Inc. 5650 Kozmy Mesa Road San Diago, CA 92111	LOAN MUMBER EPPECTIVE DATE 05/01/2018 05/01/2018 THIS REPLACES PHIOR EVIDENCE DATE:	POLICY NUMBER PPR9137919-12 CONTINUED UNTIL CONTINUED UNTIL TERMINATED # CHECKED
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO TH NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY C EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN,	ONTRACT OR OTHER DOCUMENT WITH RE THE INSURANCE AFFORDED BY THE POLIC	SPECT TO WHICH THIS
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F		REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F COVERAGE INFORMATION PERILS INSURED BASIC	BROAD X SPECIAL	REDUCED BY PAID CLAIKS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F	BROAD X SPECIAL	REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F COVERAGE INFORMATION PERILS INSURED BABIC COVERAGE / PERILS / PORIS		REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F COVERAGE INFORMATION PERMS INSURED BASIC COVERAGE / PERMS / PORMS Property		REDUCED BY PAID CLAIMS,
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F COVERAGE INFORMATION PERILS INSURED BABIC COVERAGE / PERILS / PORIS		REDUCED BY PAID CLAIMS,
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F         COVERAGE INFORMATION       PERLS INSURED         BASIC         COVERAGE INFORMATION       PERLS INSURED         BASIC         COVERAGE INFORMATION         COVERAGE INFORMATION<	BROAD X BPECIAL ANOL \$1,00	REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F         COVERAGE INFORMATION         PERLS INSURED         BASIC         COVERAGE INFORMATION         PERLS INSURED         BASIC         COVERAGE (PERLS INSURED)         COVERAGE (PERLS INSURED)         Property         COVERAGE (Including Special Conditions)         Valuation: Replacement Cost         CANCELLATION         SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BS CANCELLED 8         DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	BROAD X BPECIAL ANOL \$1,00	REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F         COVERAGE INFORMATION         PERLS INSURED         BASIC         COVERAGE INFORMATION         Property         REMARKS (Including Special Conditions)         Valuation: Replacement Cost         CANCELLATION         SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B	BROAD X BPECIAL ANOL \$1,00	REDUCED BY PAID CLAIMS.
SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH F         COVERAGE INFORMATION         PERLS INSURED         BASIC         COVERAGE INFORMATION         PERLS INSURED         BASIC         COVERAGE (PERLS INSURED)         BASIC         COVERAGE (PERLS INSURED)         BASIC         COVERAGE (PERLS INSURED)         REMARKS (Including Special Conditions)         Valuation: Replacement Cost         CANCELLATION         SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED & DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.         ADDITIONAL INTEREST		REDUCED BY PAID CLAIMS.

Page 2 of 2

The ACORD name and logo are registered merks of ACORD



Victoria F. Sheehan Commissioner

Sheehan

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 5. Q.

5B .ht 7-27-18



William Cass, P.B. Assistant Commissioner

Bureau of Turnpikes August 3, 2018

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

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 Tumpikes within the Division of Operations, to retrosctively 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

JUN06'19 PM 3:49 DAS



Department of Transportation Victoria F. Sheehan

Commissioner

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E. Assistant Commissioner

Bureau of Turnpikes May 24, 2019

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

#### 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.

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-2171 • FAX: 603-271-7025 • TDD ACCESS: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM 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,

Jun F. Shaker

Victoria F. Sheehan Commissioner

Attachments

l



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

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

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 Parties now wish to amend the Agreement as set forth in this Fifth Amendment;

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 5

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 5

÷

- 2. Contract Amendment 4;
- 3. Contract Amendment 3;
- 4. Contract Amendment<sup>2</sup>;
- 5. Contract Amendment 1;
- 6. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
- 7. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
- 8. Final State Responses to Vendor Inquiries to RFP 2015-068.
- 9. 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.
- 10. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

3. Exhibit A of the Agreement, Section 2 Deliverables, Milestones and Activity Schedule is hereby amended to add the following:

<u>Phase III-A Provisional Go-Live</u> – 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**- 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 shall implement Spirals 1-7 including 7A and 8 as described below which are comprised of programming enhancements to bring the BOS functionality to 80%. Payments for the Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I -III-A-D.

**Phase III – B – Schedule and High Level Description of Delivery:** The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals, as designated by the associated JIRA ticket list as mutually agreed between NHDOT and Cubic, represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spiral 1 & 2 - Completed

- BOS Account Management Fixes to provide better functionality for the CSC operators.
- Request Address Look up from Connecticut DMV so invoices can be sent.
- Improvements to Image Review System including system controls parameters on certain plate types and an improved "help" feature for operators.

#### Spiral 3 & Spiral 4 - Completed

- BOS Case Management improvements for better tracking of customer request.
- Issuing Invoice/Violation Dispute and other Dispute Correspondence to customers.
- Improvements to Image Review System regarding Plate Type for Massachusetts and Maine

#### Spiral 5& 6 - Completed

- Transaction Processing Rules refined including reject and pending transactions.
- Invoice/Violation Processing Rules refined including escalation process.
- KPI's, 2. 6, 22, 23, 30, 42, 43 per table C-9 Key Performance Indicators for FY 2019

#### Spiral 7- Completed

- Interactive Voice Response (IVR) system implementation
- BOS document Imaging System for incoming Customer Correspondence and other documents to allow for the documents to be attached to customers' accounts. This allows CSC operators quick access to document during their calls with the customer.
- All Customer Correspondence finalize and implemented through mailed or email per the Business Rules
- Automation of Refunds processing.
- Automatic Clearing House (ACH) per NACHA
- Outstanding issues from previous Spirals
- PCI compliance
- KPI's 10, 15, 16, 46 per table C-9 Key Performance Indicators for FY 2019
- Reports to be delivered in May 2019

#### Spiral 7A & 8- Completed

- Interactive Voice Response (IVR) system improvements
- DMV & DMV Hold Process for Massachusetts and Maine and reporting improvements
- Outstanding issues per the approved Jira List
- 7 Day to Pay account improvements
- Violation Reports
- Transaction Processing Reports
- Financial Reports
- Customer Service Reports
- KPI 25 per table C-9 Key Performance Indicators for FY 2019
- IVR Reporting
- Address Management implementation of skip tracing, Address normalizing, US Postal forward addressing.

<u>Phase III-C Post-Stabilization</u> -During this period Cubic shall implement Spirals 9-12 to bring the BOS functionality from 80% to 100% per this Agreement. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. Project Delivery Detail Cost Phase I -III A-D

Payments for Operations and Maintenance during this period will be made in accordance with Table 1.6.3 Cubic Operational Cost as amended herein through December 31, 2019. As Spirals are implemented, tested

and approved by the Department various KPI shall also be implemented as described within this Contract Amendment at Table C-9. At the end of this period the BOS shall be operating with the entire major functionality in-place with the exception of system enhancements i.e. Cash Payment Network, DMV Hold Automation as described in Original Contract to be completed in Phase III D. At the conclusion of this period, Cubic shall commence full operations in accordance with Phase IV of the Agreement and Phase III-D Final Acceptance requirements of this Amendment.

The following "Spirals" do not represent new scope of work within this Agreement. Rather, the Spirals represent agreed upon delivery methods and milestones for the remaining Scope of Work already within the Agreement. Nothing contained herein shall be construed to relieve Cubic of any scope of work or deliverables within the Agreement.

Spiral 9 July 2019

- Transponder Inventory
- Frequency Discount Plan
- Problem Plates
- OTG Kit algorithm
- KPI's 1, 21, 24, 26, 27, 28, 31, 37, 41, 44, 45, 47 per table C-9 Key Performance Indicators for FY 2020
- Text messaging
- DMV Hold processing

#### Spiral 10 - September 2019

- GL GL data generation, Lawson interface, trial balance implementation
- KPI's 38 & 39 per table C-9 Key Performance Indicators for FY 2020

Spiral 11 - August 2019

- Problem Plates
- System\_Maintenance Alarms/notifications
- KPI's 40 per table C-9 Key Performance Indicators for FY 2020

#### Spiral 12 - August 2019

- Fleet Files upload of Business account fleet information
- Mobile Application
- KPI's 34,
- Credit Card Updater implementation
- Invoice Transfer of Responsibilities (TOR) of invoice from a Rental car agency to the renter.
- OTG retailer web access

This work is in addition to and not in lieu of the deliverables listed in Table 1.5

On January 1, 2020 the Operations and Maintenance payments shall revert back to the Original Contract Requirements. Spirals accepted after January 1, 2020 will not be paid. Pursuant to the terms of the Original

Contract, Cubic shall not receive an Operations and Maintenance payment unless all the Spirals are completed and accepted including Post Spiral Release testing fixes.

**Phase III-D Final Acceptance:** During this period Cubic shall complete Cash Payment Network and DMV Hold Automation, update any documentation as required due to these new functionalities and perform Final System Acceptance testing, AKA End to End testing per #10 Exhibit M. Payments for Design & Build of this Phase shall be made in accordance with Table 1.5. If at the conclusion of Phase III-C Post-Stabilization all the Spirals and the Standard Operating Procedures document for the System has been accepted, the State at its sole discretion, may grant Provisional Final Acceptance and allow Cubic to invoice Operational and Maintenance payments through December 31, 2019 per Table 1.6.4 Cubic Operational Costs for FY 2020 of the Original Contract.

If Phase I-III A-D, including but not limited to Cash Payment network and DMV Hold Automation is not completed and accepted by December 31, 2019, pursuant to the terms of the Original Contract, Cubic shall not receive any Operations and Maintenance (O&M) payments beginning January 1, 2020 forward until Phase I-III A-D is complete. These O&M payments will not be retroactive after completion and acceptance of Phase I-III A-D Deliverables. The Contractor can request an extension beyond December 31, 2019 if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

4. Exhibit A of the Agreement, Section 2.1 Design/Implementation/Testing Table is hereby replaced with the following to align with Phase III A-C.

ltem 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	During Phase III C
10	Final Master Test Plan	Written	Completed
11	Final Interface Control Documents	Written	Completed
12	Final System Design Document	Written	During Phase III D
13	Final Go-Live Plan	Written	Completed
14	Final Business Rules Document	Written	Completed
15	Draft Standard Operating Procedures	Written	Completed

Cubic Amendment 5 Contract Extension Page 5 of 17

#### Department of Transportation Bureau of Turnpikes RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing CONTRACT AMENDMENT 5

16	Draft Reports Manual	Written	Completed
NEW	Provisional Go-Live		Completed
NEW	RTM requirements deployed in production		Completed
17	Final Suspension of Operations Plan	Written	During Phase III D
18	Draft User Manuals	Written	Completed
19	Draft Disaster Recovery Plan & Business Continuity Plan	Written	Completed
NEW	Stabilization OST (regression + new functionality) AKA Mini End to End Testing	Written/Test	During Phase III B
NEW	Stabilization Functionality per RTM Go-Live	Written/Test	During Phase III B
19A	Final Disaster Recovery Plan & Business Continuity Plan		During Phase III C
20	Final Training Plan	Written	Completed
NEW	Post-Stabilization Spirals 8-9	Written/Test	During Phase III C
NEW	Post-Stabilization Spirals 10-11-12	Written/Test	During Phase III C
21	Final User Manuals	Written	During Phase III C
2.2	Final Reports Manual	Written	During Phase III C
23 -	Final Standard Operating Procedures	Written	During Phase III C
24	Initial System Test Completion*	Written/Test	Removed
26	Data Migration & Go-Live Completion*		Completed
25 & 27	Interface & Commissioning Test Completion/Final Acceptance* AKA End to End Testing	Written/Test	During Phase III D
28	Retainage Released**	5.00%	

\*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.

5. 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 cost.

Original Linne Na.	Dattrorable/Milesteat	Percent Payment <sup>ere</sup>	Consulative Gross Payment %	Payment. Minus Retaininge	Cumulative Net Payment	Puer Auto	Cum Pay A
	•			Total Coti P	law I - III A-D	59_44	0.660
niziai Projec	t Startap		6.88%	· · · ·			•
:	Nonce to Proceed Performance Band	5 00*+	5.004+	1.756	4,75%	\$451,250,00	\$431,250.0
2	Project Schedule (Bazeline)	1 00*	6.00%	0.95%	5.70%	\$90,250 CO	5541,500,0
hase III A J	Tevinienal Go-Live		41.00%	•			
6	Draft Buzinezz Rules Document	5.00%	11.00%	1 - 54	10 15*	\$451.250.00	\$992.750.0
7	Draft Interface Control Documents	2.004	13.00*	1 90° •	12.35%	\$1\$0,500.00	\$1,173,250
5	Final Data Migration Plan	2.00%	15,004	1 90*•	14.25*+	\$180,500.00	\$1.353,750
34	Final Business Rules Document	2 00**	17.00	1 90**	16.15%	\$180,500.00	\$1.534,250
.20	Final Training Plan	2 00**	19.00%	1 90*6	18 05**	\$150,500.00	\$1,714,750
24	Instal System Test Completion	0.00	19 00**	0.00*.	18.05**	\$0.00	\$1,714,750
NEW	Pisvinienal Ge-Live	5 00**	24.00*	4.75%	22.40%	\$451,250,00	\$2.166,000
		÷					
26	Data Migration & Go-Lha Completion	100%	32.00	7 60%	30 40*+	\$722,000,00	\$2,888,00
16	Drojt Report: Manual	2.09%	34.00%	1 90**	32 304+	\$180.500.00	\$3.068,50
NEW	RTM requirements deployed in production.	13 00**	1. 65. 1	12.35*+	44 650	\$1,173,250.00	\$4,241,75
ыл ж III В 5	itabilization (including documentation)		33.00%			•	
9	Preliminary -Go-Liver System Design Document	3 0ime	50,05*1	2 \$5%	a" 50%	\$270 750.00	\$4 512.50
>	Final Proyect Management Plan	2.50*+	52 59 6	2.38*	49 <b>13° .</b>	\$225,625.00	\$4,738,12
10	Final Master Test Plan ,	2.50	55.00 <del>°</del> s	2,38%	\$1.166	\$225.625.00	\$4.963.75
;:	Final Interface Control Documents	0.1	57,00%	1.90%	54 1594	\$180,500.90	\$5:144,25
5	Regin ements Trace Document	: : : : : : : : : : : : : : : : : : : :	58.00**	0.95%	55 10*+	\$90,250.00	\$5.234,50
13	Final Implementation and Transition Plan including Go-Live Plans	5.00%	63,00%+	4 75%	59.85*+	\$451,250.00	\$5.685,75
.26	Data Migranon & Go-Live Completion	2.00*+	65.00*+	1 90*•	61 75*•	\$180.500.00	\$5 \$66.25
18	Droft User Marinals	2 00	6.00	1 90*	63 65*•	\$180,500.00	\$6.046.75
19	Droft Disaster Recovery Plan & Business Constructs Plan	1.004	68 00* .	0.95*	61 604	\$90.150.00	\$6,137,00
33	Droft Standard Operoting Procedures	3.00	-1.00° •	2 55%	67.45*	\$270,750.00	\$6,407,75
	Stabilization OST AKA Mini End to End Testing	†		f		·	
NEW.	(regression + pew functionality)	1 0Ū4,	75.06%	3 \$0*•	71.25*	\$361 009 00	\$6.768,75
NEW	Stabilization Functionality per RTM Go-Live	5.00%	80.00° -	1 75 <b>9</b> 6	76 00*•	\$451 250 00	\$7.220,00
ere III C I	Pert-Stabilization (including dormmentscion)		10.00%				
19A	Final Disaster Recovery Plan & Business Constructs Plan	1 00*+	61 00° s	0.95%	76 95*+	\$90,250.00	\$7,310,25
21	Final Uter Manualz	3 00*	24 00° +	2 4 64	79 80*	\$270,750.00	57.581,00
NEW	Post-Stabilization Spirals 8-9	2004	\$6.00%	1 90*	\$1 70 <sup>4</sup> •	\$1\$0 500 00	\$7,761.50
12	Final Report: Manual	1 00*.	\$ .00%	0.95*	\$2.65*+	\$90,250.00	\$7.851.75
in the second	Final Standard Operating Procedules	2 00*	19 00*.	1 904	84 554	\$180,500.00	
	Post-Stabilization Spirals 10-11-12	1.00**	90.00**	0'95*	\$5.50%	590 250 50	\$8.122.50
	Final Acceptance	4	10.00%				
	Final System Design Dorument	3 00**	93.00%	2.85%	\$1.35%	\$270,750.00	58.393,25
12	Final System Design Deciment	2.00%	95.00	1 90*	90 25*	\$130,500.00	\$1.573.75
	Final Suspension of Operations Fian Final Acceptance Interface & Commissioning Icst Completion	5 00%	100 00 .	4 5*	95 00*	\$451 250 00	\$9.025.00
25 # 27	4K's End to End Tasting						

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

Initial all pages Cubic Transportation Systems, Inc. Initials Cubic Amendment 5 Contract Extension Page 7 of 17

: 1

÷

. . . . . . . . .

6. Exhibit B Section 1.6 Cubic Operational Cost is hereby amended by replacing Table 1.6.3 Cubic Operational Cost for FY 20 with the table below. This revised Maintenance cost structure shall only be utilized through December 31, 2019 and shall be void as of January 1, 2020. On January 1, 2020 the Agreement will revert back to the original contract payment structure for Operations & Maintenance, unless further revised by the Parties.

	PY20 (First 6 months) Transaction Processing												
Description		ul FY20		Aug FY20		Sep FY20		Oct FY20		Nov FY20	Dec FY20		Total
Transaction Processing Cost	5 4	149,537.92	\$	449,537.92	\$	449,537.92	١s	449,537.92	\$	449,537.92	\$ 449,537.92	\$	2,697,227.52
Spiral Release 9	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$ 15,000.00	\$	90,000.00
Spiral Release 10				,			\$	35,000.00	\$	35,000.00	\$ 35,000.00	\$	105,000.00
Spiral Release 11			\$	10,000.00	\$	10,000.00	\$	10,000.00	Ş	10,000.00	\$ 10,000.00	\$	50,000.00
Spiral Release 12			\$	25,000.00	\$	25,000.00	\$	25,000.00	\$	25,000.00	\$ 25,000.00	\$	125,000.00
Transaction Processing Total Cost	54	64.537.92	\$	469,537.92	\$	490,537.92	Īŝ	\$34,537.92	\$	534,517.42	\$ 534,537.52	\$	1,007,227.52

-	1120	(First & more	hs)	walk-m-Cer		rand Hest De	100	ch Cost Sume	, and the	۲				
Description		Jul FY20	Γ	Jul FY20	Γ	Jul FY20		Jul FY20		Jul FY20		Jul FY2D		Total
Walk-In Center Operations														
Concord Service Center	5	27,491.79	\$	27,491.79	\$	27,491.79	\$	27,491.79	\$	27,491.79	\$	27,491.79	\$	164,950.74
Portsmouth Service Center	5	36,974.55	\$	36,974.55	\$	36,974.55	s	36,974.55	5	36,974,55	\$	36,974.55	\$	. 221,847.30
Nachua Servico Conter	- 15	31,032,72	\$	31,032.72	\$	<b>31,032,7</b> 2	\$	31,032.72	\$	21,021,72	\$	31,032.72	\$	186,196.33
Wall-In Center Total	5	\$5,485.05	\$	95,458.06	\$	95,489.06	\$	\$5,458.06	\$	95,489.05	\$	\$5,499.06	\$	572,894.30
Pres Through Costs														
Communications - Telephone Fees	\$	7,010.33	S	7,010.33	\$	7,010.33	5	7,010.33	5	7,010.33	\$	7,010.33	\$	42,062.01
Communications - Other Communications	5	7,879.33	\$	7,879.33	\$	7,879.33	5	7,879.33	\$	7,879.33	S	7,879.33	\$	47,275.9
Postage Fees	5	103,043.19	ļş	108,195.35	\$	113,605.12	\$	101,080.46	\$	101,080.46	\$	101,080.46	5	628,085.04
Cash Payment Network	s	-	15	•	\$		5	4,000.00	\$\$	4,000.00	s	4,000.00	\$	12,000.00
Credit Card/Financial Fees	s	223, 181.84	s	251,639.68	s	219,935.71	5	241,925.72	\$	210,753.10	\$	209,988.65	\$	1,357,424.71
Press Through Costs Total	5	341,114.69	5	374,724.60	\$	348,430.49	5	361,895.85	5	130,723.23	\$	325,953.78	\$	2,086,847.75
FY20 (First 6 months) Toal Q&M Cost	l s	901.151.67	5	963,761,67	ŝ	943,467,47	5	991,932.83	5	960,760,21	Ś	959.995.76	5	5,727,085.61

Cubic shall be eligible to receive the Transaction Processing payment increase related to a Spiral Release after the Department tests, approves and Spiral is released into Production, including any system reporting in accordance with the terms of this Agreement relating to approval of deliverables. A Spiral Release will be considered final, and therefore eligible for payment, after it is provided to the Department for pre-production testing and approved for release to Production. After the Spiral is moved to Production, the Department will perform Post-Production testing and acceptance. The Parties agree that the Department shall have at least two weeks to review and test the Spiral Pre-Production before determining whether it should be approved and placed into Production. The Department will also be performing Post-Production testing for at least two weeks for acceptance of the Spiral.

All Spirals shall be implemented as noted in the table. If a Spiral Release is delayed or not approved, the Department shall not make the Transaction Processing payment increase to Cubic for that month and shall not make any back payments after the Spiral is complete. If a Spiral is completed, approved and accepted earlier than designate in Table 1.6.3 above, the monthly Transaction Processing Spiral Release payment amount will be applied for that month based on Spiral being Release into Production and shall continue through December 2019 as long as the Spiral has be accepted per the contract amendment i.e. Spiral 11 is completed in July, Spiral 11 payment will be include in July and if accepted each month thereafter to December 2019.

-----

If during Post Spiral Release testing and prior to acceptance, system defects associated with the Spiral are detected the Department reserves the right to reduce subsequent Transaction Processing payments related to the Spiral or assess KPI's.

If Cubic renegotiates the credit card fees with the Merchant during this Contract Amendment and reduces the credit card fee rate, the delta savings between the existing credit card fee rate and new credit card fee rate, shall be paid to Cubic in their monthly O&M invoices up through December 31, 2019.

7. 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 Indicators Column Required Performance is hereby amended to add the following table for Fiscal Year 20:

The FY 2020 KPI Required Performance table below is broken out by Pre-Spiral Release and Post Spiral Release. The KPI Required Performance listed under "Pre-Spiral Release" shall be assessed for the month the contract amendment is approved and each month thereafter until the applicable Spiral Release is approved. The Post Spiral Release KPI will be reported for the month after the designated Spiral Release is approved by the Department and placed in production. A Spiral Release can also change the KPI Required Performance, for example Required Performance # 10 will change from 15 days to 10 days after Spiral 7 is approved. The Post Spiral Release noted in the table is based on the Addendum # 1. Starting on January 1, 2020 of Fiscal Year 20 all KPI's will be assessed per the Contract, regardless of the status of Spiral Releases.

#	Required Performance	KPI Category	Pre- Spiral Release	Post Spiral Release	Spiral Release
1	Phone System Availability shall be 99.9% or greater. Pre-Spiral Release will be based on Call Center's hours of Operation. Post-Spiral release will be based on 24/7 availability	System	99.9%	99.9%	Spiral 9
2	Correctly handle of all data entry and each activity for Customer interactions at required percentage.	Customer Satisfaction	90%	98.0%	Spiral 6
3	90% of all images identified for manual image review to be processed within 1 day of the transaction and images received at the BOS.	Image Review	70.0%	90.0%	Spiral 4
4	100% of all images identified for manual image review to be processed within 3 days of the transactions and images are received at the BOS.	Image Review	80.0%	100.0%	Spiral 4
5	100% of Customer transponder orders for the month are sent within 2 days of receipt of the order	Fulfillment	95.0%	100.0%	Spiral 4
6	100% of transponder status changes (e.g. lost/ stolen/ new) are updated within 1 day of request; or immediately when received by phone or in person	Fulfillment	95.0%	100.0%	Spiral 6

#### Table C-9 Key Performance Indicators for FY 20120

#### Department of Transportation Bureau of Turnpikes RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing CONTRACT AMENDMENT 5

7	Daily Revenue reconciliation -	Financial	3	3	Spiral 4
'	100% of all revenues posted and	T Inductat	5		Spiral 7
,	payments received as reported				1
	by the Toll System reconciled			1	1
	with the system within 3 days			+	
8	100% of all financial and	Reporting	10	10	
	transactional monthly reports				1
	are available, reviewed and				
	reconciled within 10 days after				
	month end.				
9	Produce the daily settlement	Reporting	3	1	Spiral 4
	reports & request for transfer of				
	funds data within I day of the				
	close of the business day.				
10	100% of the operational reports	Reporting	15	10	Spiral 7
	are accurately submitted to			1	
	NHDOT within 10 calendar				
(	days of period end (including				
	KPI reporting). Operational and				
	KPI reporting will evolve over			ł	
	each Spiral implementation.				
11	Complete investigation of all	Financial	3	3	Spiral 4
••	credit card charge backs within			1	op
	3 days of report from credit card			1.	
	processor			1	
12	All credit card, cash, checks, or	Financial	1	+	
14	money orders reconciled by	Tinanciar		1.	1
	close of the following business				
	day. Credit Card Processor statement	Financial	· · · · · · · · · · · · · · · · · · ·	1	
13		T INBUCIAL	1	1'	1 ·
	reconciliation shall be				
	completed by close of the	1			
	following business day.	L		+	
14	Monthly reconciliation between	Financial	5	5	
	bank statements, system, and				
	trial balance shall be provided	Į		Į	1
	within 5 days of the calendar			1	
	month end.				
15	Monthly reconciliation of	Financial	7	5	Spiral 7
	settlement to agencies shall be	}			
	provided within 5 days of the				
× .	calendar month end.	_			
16	Produce reciprocity report and	Financial	15	13	Spiral 7
	invoice to E-ZPass Group	ł			
	agencies by 13th day of each				
	month.				
17	100% of PCI audits completed	Compliance	100.0%	100.0%	

#### Department of Transportation Bureau of Turnpikes RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing CONTRACT AMENDMENT 5

18	100% of SSAE16 compliance	Compliance	100.0%	100.0%	
	exceptions resolved within 5				
	Days of report, or within such			1	
	other time period as agreed by				
	NHDOT in the applicable				
	remedial plan				
19	Zero Privacy Breach - Credit	Compliance	0 ·	0	
	Card or Bank Account Data				`
20	Zero Privacy Breach - Personal	Compliance	0	0	
	Account Information	<u> </u>			
21	Back Office System	Systems	99.5	99.982%	Spiral 9
	Availability shall be at required				
	percentage.				
22	Web System Availability shall	Systems	99.5	99.9%	Spiral 6
<u> </u>	be at the required percentage.		00.001		
23	99.9% of NH transactions	Systems	99.9%	99.9%	Spiral 6
	received from the Lane/ORT		-	1	
	from the Normal or Class-			1	
	Mismatch file are processed			1	
	correctly and within 24 hours			1	
	(Post-Spiral) and 48 hours (Pre- Spiral) from the point at which				
	the transaction is received by		l		
	the back office systems for				
	posting.				
24	99.9% of all file transfers (i.c.	Systems	NA	99.9%	Spiral 9
27	IAG, DMV) are assembled and	Systems			Spine.
	transmitted within 24 hours.				
				1	
•	*excludes the mail house files		ļ.		
	until the new mail house is			/	
	implemented in June 30, 2019.				
25	Customer satisfaction	Customer	NA	85.0%	Spiral 8
	• phone	Satisfaction	1		
	• walk-in	1			
	• c-mail	1		l	
	• web	1		1	
	<ul> <li>secret shopper</li> </ul>				
			1	1	
26	Logging Toll or Violation	Violations	NA	99.9%	Spiral 9
	disputes by entering into the toll		ł		
	system within 1 day of receipt	•	L .	1	
	of written complaints or	1		1	
	disputes from the Customer or				
	immediately when taken in				
	person or over the phone				<u> </u>

κ.

#### Department of Transportation Bureau of Turnpikes RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing CONTRACT AMENDMENT 5

27	95% of complaints, Toll and Unpaid Toll/Violation disputes are resolved within 3 days from the logging of the complaint (excludes DMV Hold transactions). Resolution is defined as performance consistent with the business rule.	Customer Satisfaction	NA	95.0%	Spiral 9
28	All Toll and Unpaid Toll/Violation disputes are resolved within 5 days (excludes DMV hold transactions). Resolution is defined as performance consistent with the business rule.	Violations	NA	100.0%	Spiral 9
29	Speed of Answer – 95% of calls received are answered within 180 seconds of accessing the queue to speak to a CSR	Customer Satisfaction	75%	95.0%	Spiral 5
30	Speed of Answer (DMV Holds) – 85% of calls received are answered within 60 seconds of accessing the queue to speak to a CSR	Customer Satisfaction	NA	85.0%	Spiral 6
31	Customer wait time does not exceed 10 minutes. Pre-Spiral this cannot be measured, however staffing levels shall be maintained to strive to meet this target.	Customer Satisfaction	NA	10	Spiral 9
32	98% of all license plate transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plate, state and type; or, correct code off codes identified)	Image Review	NA .	98.0%	Spiral 4
33	95% of all manual image review "reason codes" are assigned correctly to the image	lmage Review	NA	95.0%	Spiral 4
34	100% of statements, invoices, and Violation Notices mailed or emailed within the document generation date (as set out by NHDOT for issuing the statement, invoice or Violation Notice)	Notice	NA	100 %	Spiral 12
	*Pending mail house conversion		 		

ł.

35	Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 1 day of the Contractor receiving notification of failure	Notice	NA	1	Spiral 2
36	Request credit card and ACH replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	Financial	NA	1	Spiral 2
37	100% of refunds issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Customer Satisfaction	NA	10	Spiral 9
38	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
30	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Financial	NA	5	Spiral 10
40	97% of all Customer contact notes for the month have the correct reason code and notation recorded	Customer Satisfaction	NA	97.0%	Spiral 11
41	Contractor responsiveness to track and resolve maintenance support issues, and general requests from NHDOT.	Systems	NA	5	Spiral 9
42	Violation of internal procedures and/or controls.	Compliance	0	0	Spiral 6
43	Zero violations internal controls as identified in the standard operating procedures and internal controls documentation.	Compliance	0	0	Spiral 6

I.

44	Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer's or video account number, vehicle plate, or other identifying characteristic has been entered by a system user.	Systems	NA	5	Spiral 9
45	Save Time shall not exceed 5 seconds, where Save Time is the time required to save updated information.	Systems	NA	5	Spiral 9
46	More than 85% of phone or in- person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	Customer Satisfaction	NA	85.0%	Spiral 7
47	100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules	Violations	NA	100.0%	Spiral 9
48	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within I day of notification and within I day of approval by NHDOT	Systems	NA	1	Spiral I

8. 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	5 points for each 30 second interval that exceeds the 10 minute monthly average
	measurement method.	10 points for each 30 second interval that exceeds the 15 minute monthly average.

9. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated is hereby amended to add the following:

Lost revenue for FY 20. During FY 20 Cubic shall document and report all lost revenue on a monthly basis. At the end of the Fiscal Year lost revenue shall be reviewed by the Department from the effective date of this Contract Amendment to December 31, 2019 to make a determination if the lost overall revenue will be reimbursable to the Department pursuant to the terms of this Agreement. Notwithstanding any language in this section, the Department retains the full authority to assess lost revenue damages against Cubic at any time if the Department determines that it has suffered lost revenue as a result of the acts or omissions of Cubic in its performance of this Agreement.

# 10. Exhibit M NHDOT RFP 2015-068 (with Addenda) Incorporated, Section C-4.9.6 Acceptance Testing is hereby replaced as follows:

The intent of Final System Acceptance testing, AKA End to End testing is to verify that the System and all related services are in conformance with the Requirements and subsequently approved design documentation, plans, manuals and other deliverables. Final System Acceptance Testing shall be performed under live conditions, using actual production data (test accounts and plates as needed) within 30 days of Phase III C completion. Final System Acceptance Testing shall include validation of the functionality specified below based on the RFP and the Key Performance Indicators (KPI's) with NHDOT. The KPI's shall be tested and verified for one (1) month. During Final System Acceptance Testing the Contractor and NHDOT shall validate that all reports of the System are accurate and generated appropriately. NHDOT reserves the right to withhold issuance of Final Acceptance until all reports are accurate and in accordance with the requirements, business rules and approved design documents and reports manual.

- 1) Customer Account Management Functions;
- 2) Call Center Customer Service Representative Call processing, Interactive Voice Recognition (IVR) functionality;
- 3) Transaction Processing including but not limited to image review process, E-ZPass Inter-Agency Group processing, Invoice/Violation notices and New Hampshire Department of Motor Vehicle Hold;
- Customer Correspondence documents including statements. Communication Configuration (Library of Communications shall be updated to reflect system processing;
- 5) Website Functionality and GUI;
- 6) Mobile Application and GUI;
- 7) Payment processing Including credit/debit card, ACH, cash, check;
- 8) Transponder Inventory Management Functions;
- 9) Reporting;
- 10) Financial Accounting Functions Including reconciliation, audit and reporting;
- 11) System Security-Role/Privilege Management and reporting;
- 12) Audit Trail Capture and Analysis supports the identification and monitoring of activities within the System or application including MOM's alarms and reporting; and
- 13) Test Input Validation ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Cubic shall manage and track any anomalies, failures, or other issues noted under Final System Acceptance testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a

minimum, to NHDOT. Cubic shall satisfactorily address all punch list items prior to receiving Final System Acceptance from NHDOT. NHDOT reserves the right to request re-testing of any punch list item prior to granting Final Acceptance. Final System Acceptance testing shall be the final test to be completed and shall only be initiated once all of the System elements have been installed and configured and all previous tests have been successfully completed. Cubic shall supply test scripts for NHDOT review and comment no later than 30 days prior to commencement of the test. NHDOT reserves the right, at its sole discretion, to determine if the System and associated services meets the requirements of the Contract.

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

CONTRACT AND	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
AMENDMENT NUMBER	,		
	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
	CONTRACT TOTAL		\$51,889,724.83

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, Vice President of Contracts Cubic Transportation Systems, Inc.

Corporate Signature Notarized:

STATE OF California COUNTY OF San Diego

On this the 28th day of May, 2019, before me, Cathy Dine, Notary Public, the undersigned Officer Joe McDevitt, personally appeared and acknowledged himself to be the Vice President, Contracts, of Cubic Transportation Systems, Inc., a corporation, and that he, as such Vice President of Contracts being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Contracts.

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

Notary Public/Justice of the Peace

My Commission Expires: June 13, 2022

Victoria Sheehan, Commissioner State of New Hampshire Department of Transportation

Alliubs

Approval by Attorney General Office

Date: 4510

Date:

Approval by the Governor and Council

Initial all pages Cubic Transportation Systems, Inc. Initials 3 M Date: May 28, 2019 A notary public or other officer completing this certificate verifies only the identity of which this certificate is attached, and not

the individual who signed the document to the truthfulness, accuracy, or validity of that document.

CATHY DINE

Notary Public - California San Diego County Commission # 2242807 My Comm. Expires Jun 13, 2022

(SEAL)

Date:

**Cubic Amendment 5 Contract Extension** Page 17 of 17



MCUBIC

STATES IN

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, 1 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 28<sup>th</sup> day of May 2019:

David . Jenkins

Arice President. General Counsel & Secretary

# State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CUBIC TRANSPORTATION SYSTEMS, INC.

FILE NUMBER: FORMATION DATE: TYPE: JURISDICTION: STATUS: C0650945 05/05/1972 DOMESTIC CORPORATION CALIFORNIA ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of May 24, 2019.

ALEX PADILLA Secretary of State

NP-25 (REV 02/2019)

A	ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (1610/00/1777) 04/11/2019				
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 application of the policy is a statement of the policy of sub-policy certain policies may require an endorsement. A statement on										
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER INVER										
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suits 500 Houston, TX 77024-4549				NAME: PHONE 713-877-8975 FAX APPROVE 713-877-8974						
				INSURER A :Continental Casualty Company 20443						
		-		fr 11 - 1 - 1	R B :Transportz				20494	
	oic Transportation Systems, Inc. 10 Keerny Mess Road			1			any of Reading. Pennsylva	nia	20427	
Sar	Diego, CA 92111			1	R p :Continenta					
				INSURE	RE:					
L				INSURE	RF:					
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES		NUMBER:MXJPW4SY			THE HIGHOR	REVISION NUMBER:			
	IDICATED NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIREME	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE EDUCED BY I	OR OTHER S DESCRIBE AND CLAIMS.	DOCUMENT WITH RESP D HEREIN IS SUBJECT	TO ALL TH	HCH THIS	
	TYPE OF INSURANCE	INSD WYD			MINDONYYY)	10/01/2019			1.000.000	
1	CIAMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED		1.000.000	
	CLAMS-MADE X OCCUR	1					MED EXP (Any unit permit)		· · · · · · ·	
	<b> </b>   · · · ··- · · · · · · · · · · · · ·						PERSONAL & ADV INJURY	······································	1,000,000	
	GENT AGOREGATE LIMIT APPLIES PER.			-			GENERAL AGGREGATE		3,000,000	
							PRODUCTS - COMPIOP AGO	s	3,000,000	
ļ	OTHER	1						\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (En accident)	<u>.</u>		
	ANY AUTO	•	, , 		r		BODILY INJURY (Per person)	<b>.</b>		
	AUTOS ONLY AUTOS HIRED NON-OWNED	1					BOOLY INJURY (Per acciden PROPERTY DAMAGE	- <b></b>		
	AUTOS ONLY AUTOS ONLY	1							· I	
D	X UNERELLA LIAS X DCCUR		5094821844		10/01/2018	10/01/2018	EACH OCCURRENCE	1.	1,000,000	
	EXCESS LIAD CLAIMS-MADE						AGGREGATE	5	1,000,000	
							i	1	•	
Ĕ	WORKERS COMPENSATION		WC6072902292- AZ, OR & M WC6072902258 - CA	A : :	10/01/2016	10/01/2019		ŧĽ.		
	AND EMPLOYERS' LIABLITY ANY PROPRIETOR/PARTNER/EXECUTIVE		WC6072902177 - AOS			N	E L EACH ACCIDENT	5	1,000,000	
	(Mand story in HH)			1			EL DISEASE - EA EMPLOY	els .	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below			i			EL DISEASE - POLICY LIMI	1 3	1,000,000	
		1						15	I	
				!			*	1		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	E8 /4/2000	181 Additional Property States	<b>.</b>			<u>·</u>	15		
	Contract RFP 2015-068.	ES (ACOND	191, Additional Memorits Schedul 3	n, may be		a albaicar na rangusin				
1	a supplied as a solution by the interpret of		he colicies have been ender	eed to o	rowide (30) de	w Notice of C	encellation (except for 10	date for not	n-navment of	
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 cartificate holder shown below.										
							-		·	
CE	CERTIFICATE HOLDER C					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.						
	State of New Hampshire Oepartment of Transportation, Bureau of Tumpikas									
P.0	P.O. Bax 2950 . Cancerd NH 01302-2950						1 1	Ŭ		
Concord, NH 03302-2950				( 40 K - 1						

ACORD 25 (2016/03)

Page 1 of 2 C 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD