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William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

55



David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Turnpikes
August 30, 2024

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

REQUESTED ACTION

1. Pursuant to RSA 237:15-a Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$1,308,056 from the Turnpike General Reserve Account to budget and expend revenue for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System, to be effective upon Governor and Council approval through June 30, 2025. 100% Turnpike Funds.

FROM: 04-096-096-961017-363615-0000 Turnpike Fund Balance \$1,308,056.00

	Current Budget FY2025	Requested Change	Revised Budget FY2025
04-096-096-961017-70500000			
Toll Collection			
Expenses:			
020 500200 Current Expense	\$5,344,234	\$0	\$5,344,234
022 500255 Rents-Leases Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	33,750	0	33,750
024 500225 Maint Other than Bldg-Grnds	4,400,663	0	4,400,663
026 500251 Membership Fees	75,000	0	75,000
037 500171 Technology Hardware	7,127,176	0	7,127,176
038 509038 Technology Software	3,140,552	0	3,140,552
046 500463 Eng Consultants Non-Benefits	2,637,889	0	2,637,889
080 500710 Out of State Travel	7,000	0	7,000
102 500731 Contracts for Program Svc	24,266,556	1,308,056	25,574,612
103 500741 Contracts for Operational Svc	68,383.47	0	68,383.47
Total	\$47,102,703	\$1,308,056	\$48,410,759
Source of Funds			
Revenue:			
000-000017 Turnpike Fund	\$47,102,703	\$1,308,056	\$48,410,759

The unaudited Turnpike Fund Balance Surplus account as of June 30, 2024, was \$38.5 million, and is projected to be \$34.9 million as of June 30, 2025.

2. Further authorize the Department of Transportation to amend the contract with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, 92111, by increasing the contract amount by \$2,122,888 from \$180,493,404.42 for a new contract amount not to exceed \$182,616,292.42 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System, effective upon Governor and Council approval through June 30, 2027. The original contract was approved by Governor and Council on October 7, 2015, Item 25. This is for a technical refresh and continued operation of the E-ZPass back-office system to support Electronic Tolling, Video Tolling and Violation Processing. 100% Turnpikes Funds.

Funds to support this request are available in the following accounts in State FY 2025 and are anticipated to be available in the following accounts in State FY 2026 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2025</u>	<u>FY 2026</u>
04-096-096-961017-7050		
Toll Collection	\$1,385,056	\$737,832
102-500731 Contract for program services		

EXPLANATION

Transfer funds General Reserve Account to Toll Collection (70500000) – 100% Turnpike Funds:

Class 102 FY 2025: Increase Class 102 in Accounting Unit 70500000 by \$1,308,056. This transfer will allow for payment of FY 2025 technical refresh.

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.

Between October 25, 2017, and June 24, 2020, Governor and Council approved 7 amendments through the extended, phased development and implementation of the system for the restructuring of the scheduled deliverables, incremental payment of project delivery and Operation and Maintenance costs, Merchant of Record responsibilities, and Key Performance Indicators. These amendments ensured that contract payments matched system functionality as the system phases were incrementally developed, tested, and deployed to the current fully functional back-office system. On June 2, 2021, Governor and Council approved contract amendment 8 with Cubic, Item #45A, for the first three-year extension in the amount of \$50,652,002.40, to be effective through June 30, 2024. On June 26, 2024, Governor and Council approved contract amendment #10 with Cubic, Item #65, for the second three year extension in the amount of \$75,351,677.19 from July 1, 2024, through June 30, 2027.

This amendment is for a technical refresh of the E-ZPass Back Office System (BOS) which has been operating since 2017. Cubic had been continually upgrading the applications and operating systems as recommend or required by the manufactures. The BOS is now reaching support end-of-life. The technical refresh involves the upgrading versions of our applications and operating system to ensure technical support and security enhancement by various manufactures such as Red Hat Enterprise Linux, Microsoft Windows Server, Oracle Java, Oracle Database, TIBCO Jasper Reports across twenty-four servers operating our BOS (see Contract Amendment Attachment 1 for detail description). The major components of the BOS impacted but not limited to are BOS application, Website, Mobile App, IVR, Chatbot, Financial system, DMV application, and Core application file transfer interfacing. In addition to the system upgrade our network hardware equipment at our Walk-in-Center's is requiring a upgrade as described in Attachment 1 Appendix C.

A majority part of the upgrade consists of testing by Cubic, P-Square and the DOT. One part of the testing involves running the upgrade BOS parallel with the existing BOS for approximately six (6) months to assure all customer functionality, E-ZPass transaction processing, image review, credit card processing, lock box processing, DMV Hold, and back-office functionality of account management, transponder management, mail house etc. is operating efficiently and correctly.

This tech refresh will bring our system to the end of life on June 30, 2030, when we will be switching over to a new BOS through the DoIT/DOT Request for Proposal process. There has been considerable investment in the Back Office System development and NHDOT believes it is in the best interest of the Department and E-ZPass customers to continue with this system upgrade and exercise the contract amendment for functionality, operations, and security.

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

It is respectfully requested that this resolution be approved.

Sincerely,



William J. Cass, PE
Commissioner

Attachments

cc: J. Corcoran



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

September 4, 2024

William J. Cass, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03301

Dear Commissioner Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Cubic Transportation Systems Inc., as described below and referenced as DoIT No. 2015-068K.

The purpose of this request is to continue to provide for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System.

The Total Price Limitation shall increase by \$2,122,888 for a New Total Price Limitation of \$182,616,292.42 effective upon Governor and Council approval through June 30, 2027.

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

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2015-068K

cc: Charles Burns, IT Manager

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

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

WHEREAS, pursuant to Provision 19.7 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

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

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

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

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

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

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

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

WHEREAS, the Governor and Council approved an amendment #8 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

Transportation Systems, Inc. ("Cubic") (VC# 267136) of San Diego, California on June 2, 2021 Item #45A to be effective through June 30, 2024;

WHEREAS, the Governor and Council approved an amendment #9 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 4, 2022 Item #35 to be effective through June 30, 2024;

WHEREAS, the Governor and Council approved an amendment #10 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 26, 2024 Item #65 to be effective from July 1, 2024 through June 30, 2027;

WHEREAS, the Parties now wish to amend the Agreement as set forth in this Eleventh 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 of the Agreement (Form P-37), is hereby amended as follows:

- a. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$180,493,404.42 and adding a new price limitation of \$182,616,292.42

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

- a. Contract Amendment 11

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

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

1. Contract Amendment 11
2. Contract Amendment 10
3. Contract Amendment 9
4. Contract Amendment 8
5. Contract Amendment 7
6. Contract Amendment 6
7. Contract Amendment 5
8. Contract Amendment 4
9. Contract Amendment 3
10. Contract Amendment 2
11. Contract Amendment 1
12. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

13. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
14. Final State Responses to Vendor Inquiries to RFP 2015-068.
15. 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.
16. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

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

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

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$182,616,292.42 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

5. Section 2 of Exhibit A to the Agreement titled "Deliverables, Milestones, and Activities Schedule" is added at the end of the section as follows:

System Technical Refresh

The current NHDOT Back Office System (BOS) consisting of the following components but not limited to the Back Office, Website, Reports, Mobile application, IAG File transfer, DMV application and Walk-in-Center hardware is reaching the end of life. This contract amendment will be delivering a completed upgrade of the BOS components operating system on thirty-four servers (34) consisting of but not limited to Linux, Red Hat, Microsoft Window Server, Apache Tomcat, Oracle, TIBCO Jasper Reports, ZK Framework across all the Back Office System (BOS) components as documented in Attachment 1. This effort will be broken out into milestones/deliverables as describe below:

- Notice to Proceed/Moblization
- Project Schedule
- Discovery Phase -Deliverable for this phase shall consist of the details from Cubic's review of each system components to be used as baseline testing.
- Design Review Phase
- Development of Parallel BOS
- Integration Testing and QA -Deliverable for this phase shall consist of the artifacts of the integration testing and QA.
- Factory Testing test plan and test scripts.

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

- Factory testing acceptance with DOT.
- Transition Plan
- Transition, Readiness, Go-Live
- Post Go-Live Operational Support -continual review, verification, and analyzes of the system for 30-days after Go-Live

Estimate completion date of the System Technical Refresh is December 31, 2025. Project Schedule deliverable due 30-business days after Notice of Proceed shall set the actual completion date.

6. Exhibit B Section 1.1 Not to Exceed is hereby amended as follows:

This is a Not to Exceed (NTE) with a maximum contract value of \$182,616,292.42 for the period between the Effective Date through June 30, 2027. Cubic shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Cubic to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below

System Technical Refresh (Attachment 1) is a not to exceed fix cost.

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

Table 1.12 System Technical Refresh of the BOS Operating System

Description	FY 25	FY 26
System Tech Refresh Milestone	\$ 1,106,748.00	\$ 737,832.00
System Tech Refresh Infrastructure	\$ 278,308.00	
Total Contract Price		\$ 2,122,888.00

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

Table 1.6.12a System Technical refresh of the BOS Operating System

Item No.	Technical Summary Cost	Price	Vendor
1	Upgrade of RHEL from versions 6.10,7.9 and 8.8 to 9	\$ 9,786.00	NTT
2	Upgrade of Microsoft Window Server from Version 2012R2, 2019 to 2022	\$ 2,634.00	NTT
3	Upgrade Apache Tomcat 8.0.14 to 10.1.17	\$ 97,000.00	PSS
4	Upgrade Oracle Java SE 7 to Java SE 17	\$ 87,750.00	PSS
5	Upgrade Oracle Apache log4j 1.2 to 2.21.2	\$ 35,600.00	PSS
6	Upgrade ZK Framework from 8.0.1.1 to 10.0.0 EE	\$ 315,125.00	PSS
7	Upgrade TIBCO Jasper reports 6.2 to 6.4.3	\$ 43,300.00	PSS
8	BOS Core Component Update (BOS Application, Job Server and Reporting application, Webserver, Mobile, DMV Server, NiFi)	\$ 456,150.00	PSS
9	Upgrade Oracle DB from 12.2 to 19c	\$ 15,888.00	NTT
10	Upgrade Oracle DB from 12.2 to 19c	\$ 61,500.00	PSS
11	Infrastructure Parallel Run	\$ 231,552.00	NTT
12	WIC Network Gear EOL Update	\$ 250,000.00	Hardware
	Subcontractor support	\$ 1,606,285.00	
	Cubic Labor cost	\$ 516,603.00	
	Grand Total	\$ 2,122,888.00	

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

**Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11**

Table 1.6.12b Milestone payments of System Technical refresh of the BOS Operating System

Item No.	Deliverable/Milestone *	Percent Payment**	Cumulative Net Payment	Tech Upgrade BOS operating System
				\$ 1,844,580.00
1	Notice to Proceed/Mobilization	10.00%	10.00%	\$ 184,458.00
2	Project Schedule	5.00%	15.00%	\$ 92,229.00
3	Discovery Phase	10.00%	25.00%	\$ 184,458.00
4	Design Review Phase	15.00%	40.00%	\$ 276,687.00
5	Development of Parallel BOS	20.00%	60.00%	\$ 368,916.00
6	Integration Testing and QA	15.00%	75.00%	\$ 276,687.00
7	Factory Testing test plan and scripts	5.00%	80.00%	\$ 92,229.00
8	Factory Testing with DOT	10.00%	90.00%	\$ 184,458.00
9	Transition Plan	2.00%	92.00%	\$ 36,891.60
10	Transition, Readiness, Go-Live	6.00%	98.00%	\$ 110,674.80
12	Post Go-Live Operation Support milestone is achieved 30 days after Go-Live	2.00%	100.00%	\$ 36,891.60
		100.00%		
			Milestone total	\$ 1,844,580.00

*Completion shall be based on approval by NHDOT.

**Table 1.6.12c Infrastructure payments of System Technical refresh of the
BOS Operating System**

Item No.	Install Milestone*	Price
1	Upgrade of RHEL from versions 6.10,7.9 and 8.8	\$ 9,786.00
2	Upgrade of Microsoft Window Server from	\$ 2,634.00
3	Upgrade Oracle DB from 12.2 to 19c	\$ 15,888.00
4	WIC Network Gear EOL Update	\$ 250,000.00
	Infrastructure Total	\$ 278,308.00

* Payment based on completion of the installation

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

8. Exhibit B Section 2 Contract Price is hereby deleted and replaced as follows:

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$182,616,292.42 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Cubic for all fees and expenses, of whatever nature, incurred by Cubic in the performance hereof.

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
	Original Contract	October 7, 2015, through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	G&C approval date through June 30, 2018	\$0.00
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$0.00
Amendment # 3	Amendment 03	G&C approval date through December 31, 2018	\$0.00
Amendment # 4	Amendment 04	G&C approval date through June 30, 2019	\$0.00
Amendment # 5	Amendment 05	G&C approval date through December 31, 2019	\$0.00
Amendment #6	Amendment 06	G&C approval date through June 30, 2020	\$0.00
Amendment #7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
Amendment #8	Amendment 08	G&C approval date through June 30, 2024	\$50,652,002.40
Amendment #9	Amendment 09	G&C approval date through June 30, 2024	\$1,000,000.00
Amendment #10	Amendment 10	G&C approval date through June 30, 2027	\$76,951,677.19
Amendment #11	Amendment 11	G&C approval date through Dec 31, 2025	\$2,122,888.00
	CONTRACT TOTAL		\$182,616,292.42

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

Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 11

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.

David Costello
david costello (Aug 29, 2024 18:04 EDT)

David Costello, Senior VP & General Manager
Cubic Transportation Systems, Inc.

Date: Aug 29, 2024

William J. Cass
William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Date: 9/5/24

[Signature]
Approval by Attorney General Office

Date: 9/9/2024

Approval by the Governor and Council

Date:

CONTRACT AMENDMENT #11

ATTACHMENT 1

CUBIC'S SYSTEM TECHNICAL REFRESH DOCUMENTS

August 26, 2024

Correspondence # CTS-NHDOT-0240

Mr. John Corcoran, Jr.
Administrator, Bureau of Turnpikes
Department of Transportation
State of New Hampshire
PO Box 2950
Concord, NH 03302-2950

Subject: Submission of Revised Tech Refresh Change Proposal

References:

- 1) Contract 2015-068 - Back Office Systems to Support Electronic Tolling, Video Tolling and Violation Processing (the "Agreement") made effective October 7, 2015
- 2) CTS-NHDOT-0237 dated May 8, 2024 (Subject: Cubic Submission of Draft Amendment 10 Redline and Tolling System Tech Refresh Change Proposal)
- 3) Email thread between NHDOT (J. Corcoran) to Cubic (C. Fitzgerald, G. Salwan) dated May 29, 2024 through June 7, 2024 (Subject: RE: CTS-NHDOT-0237 Cubic Submission of Draft Amendment 10 Redline and Tolling System Tech Refresh Change Proposal)
- 4) Email from NHDOT (J. Corcoran) to Cubic C. Fitzgerald, G. Salwan) dated August 12, 2024 (Subject: Tech Refresh Change Proposal)

Enclosures:

- 1) Change Order Proposal for Tech Refresh – Revision 1
- 2) Amendment 11 Cubic Redline

Dear Mr. Corcoran,

By this letter, Cubic submits the Enclosure 1) revision to the Tech Refresh Change Proposal from the Reference 2) correspondence. Revisions consider NHDOT comments received with the Reference 3) and 4) emails, and discussions that followed. For clarity, revised sections were marked with margin lines to indicate where changes were made. Cubic's Amendment 11 redlines are additionally enclosed for NHDOT review, Enclosure 2.

In addition, this correspondence responds to Reference 4) attachment Comment No. 10 with respect to Cubic Testing hour/cost allocations for the tech refresh. The scope of enhancements go beyond the work Cubic resources are contractually required to perform under the Reference 1) Agreement for the current BOS configuration. These allocations take into account Cubic testing/development Work associated with HGS for IVR , Pypestream (Chatbot), and Finance BOT for Checks not managed by P Squared (PSS).

While PSS will perform other portions of development testing scope, Cubic resources will be involved in QA and UAT testing in addition to managing the overall refresh. This includes work associated with the detection of defects found in the lower environment, which will then be compared these against the current environment.

Cubic utilizes its own finance, IT ops and other service functionality resources enterprise wide to perform testing associated with the Chatbot , IVR, Finance Bot, and other finance report reconciliation needs. This work is extensive and crucial given the complexity of the complete overhaul of the BOS underlining technology stack.

Cubic's resources will be utilized to ensure the reconciliation process will work in the same system end-to-end. While PSS are the Subject Matter Experts in this area, Cubic resources are needed to walk PSS through the financial settlement work.

Thank you for your consideration. Please acknowledge receipt of the letter and enclosures by email caren.fitzgerald@cubic.com. I can also be reached by phone at 646-679-7045 should you have any comments or questions.

Yours Sincerely,



Caren Fitzgerald
Contract Manager NAM East

cc:

Salwan, Garv Garv.Salwan@cubic.com
Blixt, Matthew Matthew.R.Blixt@dot.nh.gov
Soucy, Celeste Celeste.E.Soucy@dot.nh.gov



System Technical Refresh

For New Hampshire Department of Transportation

Submitted by:

Cubic Transportation Systems, Inc.

Date: 07 May 2024 (R1 22.08.24)

(Rev. 1: 23 August 2024)

CUBIC
Transportation Systems

TRADEMARKS

Cubic® is a registered trademark of Cubic Corporation.

All other product and service names mentioned herein are the service marks, trademarks or registered trademarks of their respective companies or owners.

Cubic Transportation Systems, Inc.
9233 Balboa Ave
San Diego, CA 92123
USA

ii

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CONTENTS

1. INTRODUCTION	1
1.1 CURRENT SYSTEM CONDITIONS.....	1
1.1.1 Software.....	1
1.1.2 Hardware.....	1
1.2 RECOMMENDATION OVERVIEW.....	1
1.3 OUTPUT.....	2
2. SCOPE OF WORK	3
2.1 BACK-OFFICE SYSTEM TECHNICAL REFRESH OF EOL COMPONENTS.....	3
2.2 SYSTEM TESTING.....	3
2.2.1 Customer Account Management and Website Functions.....	4
2.2.2 Call Center, Customer Service Representative Call processing, and Interactive Voice Recognition (IVR) Functionality.....	4
2.2.3 Transaction Processing.....	4
2.2.4 Lockbox process.....	4
2.2.5 Mobile Application.....	4
2.2.6 Payment processing.....	5
2.2.7 Image review.....	5
2.2.8 System Security.....	5
2.2.9 Chatbot.....	5
2.2.10 BOS Infrastructure Validation between parallel runs of existing and Tech Refresh system.....	5
2.3 TRANSITION PLAN.....	6
2.3.1 Transition Reporting.....	6
3. SCHEDULE	8
4. PRICING	10
4.1 MILESTONE PAYMENT SCHEDULE.....	11

Appendix

APPENDIX A	P SQUARED SOLUTIONS NHDOT TECH REFRESH TASK ORDER.....	A-1
APPENDIX B	NTT INFRASTRUCTURE UPGRADE.....	B-1
APPENDIX C	WALK-IN-CENTERS NETWORK GEAR COMPONENTS.....	C-1

Figures

Figure 3-1. Tech Refresh Proposed Schedule.....	8
Figure 3-2. Tech Refresh Deployment Timeframes.....	9

Tables

Table 2-1. Proposed Components for System Refresh	3
Table 4-1. Technical Refresh Cost Details	10
Table 4-2. Cubic Estimated Labor Hours	10
Table 4-3. Non-Installation Payment Milestones	11
Table 4-4. Infrastructure Install Payment Milestones	11
Table C-1. Walk-In-Centers Network Component Upgrade	C-1

Acronyms and Abbreviations

ACH	Automated Clearing House
AET	All Electronic Tolling
Agreement	RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing (as revised)
BOS	Back Office System
BR	Business Rules
CSC	Customer Service Center
CSR	Customer Service Representative
Cubic	Cubic Transportation Systems, Inc.
DB	Database
DMV	Department of Motor Vehicles
DOT	Department of Transportation
EFI	Earmarked for Invoice
EOL	End-of-Life
ESU	Extended Security Updates
GUI	Graphical User Interface
IAG	Interagency Group
IVR	Interactive Voice Recognition
LPN	License Plate Number
NH DOT	New Hampshire Department of Transportation
NIT	Data center
ORT	Open Road Tolling
PCI	Payment Card Industry
PSS	P-Squared Solution
RHEL	Red Hat Enterprise Linux
SQL	Structured Query Language
TIBCO Jasper Reports	Entity
USD	United States Dollar
WAC	Waive at Courtesy
WIC	Walk-in-Centers
XCTX	Transaction file

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1. INTRODUCTION

Cubic Transportation Systems, Inc. (Cubic) currently operates electronic tolling, video tolling, and violation processing systems on behalf of the New Hampshire Department of Transportation (NHDOT) under the terms of the Agreement¹. This additional Scope of Work is respectfully submitted herein, with regard to the System Technical Refresh for the New Hampshire Department of Transportation for consideration per Section 9 [Agreement].

1.1 CURRENT SYSTEM CONDITIONS

The current NHDOT system is running on versions of software and hardware that have reached or will soon be reaching associated End-of-Life (EOL) periods. EOL software and hardware are no longer supported by their vendors. There are no patches for these EOL versions, therefore putting the system at risk from a security standpoint.

The current software and hardware versions running in the NHDOT system are detailed in the sections below.

1.1.1 Software

- Red Hat Enterprise Linux (RHEL) reached the end of its maintenance phase and will reach the end of extended Life-cycle Support on June 30, 2024.
- Microsoft Windows Server 2012 R2 reached EOL and will provide at extra cost Extended Security Updates (ESU) until 2026.
- TIBCO Jasper reports, which is integrated to the reporting platform, reached EOL.
- The ZK framework, which powers the Back Office System (BOS) & web applications, have reached EOL.
- Oracle database, which collects, stores, and retrieves related information for use by various database applications, has reached EOL.
- Oracle Linux 7 will reach EOL on December 1, 2024, extended support may be extended for an additional three (3) years at an additional cost.
- Apache Tomcat 8.0.x reached EOL, and there are no further security updates available or planned for this version.
- Java SE 7 reached EOL on July 29, 2022. This means that Oracle will no longer provide public updates, including security patches and bug fixes, for Java SE 7.

1.1.2 Hardware

- FortiGate firewalls, switches and access point that support the Walk-in-Centers (WIC) will reach EOL in November 2024, and these items would have to be extended at an extra cost.

1.2 RECOMMENDATION OVERVIEW

In order to provide a solution that will ensure long-term stability, security, and compatibility while enabling innovation and growth, Cubic's recommendation is to upgrade the system to supported versions of RHEL, Java, Tomcat Server, and the ZK framework.

¹ RFP 2015-068 Back Office Systems to Support Electronic Tolling, Video Tolling & Violation Processing (as revised)

1.3 OUTPUT

This upgrade will address the current system's challenges and ensure its robustness and efficiency for future operations. Moreover, it significantly enhances security, a paramount aspect in today's digital age where threats are ever-evolving. By staying updated with the latest versions, we can leverage the most recent security patches and features, thereby fortifying our system against potential vulnerabilities. The upgrade also ensures compatibility, which is crucial for seamless integration with other systems and applications. It eliminates the risk of encountering issues due to outdated software, thereby improving overall system performance and efficiency. This is a strategic investment that will yield significant returns over time.

2. SCOPE OF WORK

2.1 BACK-OFFICE SYSTEM TECHNICAL REFRESH OF EOL COMPONENTS

Multiple infrastructure components of the NHDOT system will be reaching the EOL and will no longer be supported by external program vendors. Once support ends for these components, Payment Card Industry (PCI) compliance will be at risk due to the inability to execute future security patches. Current components of the system are executing against deprecated libraries. Libraries are often deprecated due to security issues or outdated / poor performing code. Thus, Cubic is proposing the refresh of the EOL system components shown in Table 2-1.

Table 2-1. Proposed Components for System Refresh

Components
Apache Tomcat
Oracle Java SE
Apache Log4j
ZK Framework
TIBCO Jasper Reports
Oracle DB Operating System Software
PSS Core Components*
RedHat Enterprise Linux
Microsoft Windows Server
Oracle Coding Compatibility with BOS
PM Overhead
Forti Gate Firewalls (2 per WIC)
Forti Switches (2 per WIC)
UPS Back Up Batteries (1 per WIC)
Wireless access points (1 per WIC)

*PSS Core Components are inclusive of BOS + all APIs, job server, reports, Website, Mobile App and NiFi server.

2.2 SYSTEM TESTING

End-to-End testing for the Tech Refresh is to verify that the system and all related services are in conformance with the BOS design requirements. Cubic will be performing a complete testing and verification of the system running a side-by-side comparison of the existing system (includes pre-prod environment) and the new Tech Refresh system. These verification/checks shall be documented with screen snapshots for Department of Transportation (DOT) use if requested.

Below is a list of minimum functions to be tested on the new Tech Refresh system. Cubic, in coordination with the DOT, shall create a test plan and corresponding test scripts as part of the end-to-end testing and verification.

The penetration testing (i.e., pen test) is to be performed during the annual PCI compliance testing at no additional cost. Under the scope of this Change Order proposal, Cubic will perform firewall configuration comparison and audit between the old and the new environment. However, if DOT wants to add scope for an out-of-cycle pen test, that would be an additional cost. Should DOT choose to do their own 3rd party pen test, Cubic will support such work at no additional cost.

2.2.1 Customer Account Management and Website Functions

- Opening a new account of all account types (by Customer Service Representative (CSR) and via Web customer)
- Adding/removing plate (by CSR and via Web customer)
- Marking a tag stolen/lost
- Changing payment option - reallocation, Waive at Courtesy (WAC), refunds
- For Web – change payment type, credit card/primary vs secondary
- Transferring of responsibility
- Split payments
- Earmarked for Invoice (EFI) payments
- Transfer of a plate with reallocation
- Convert pre-paid License Plate Number (LPN) to pre-paid E-ZPass
- Convert a violation account to pre-paid E-ZPass
- Verify BR about invoice/violation escalation
- Problem plates
- Verify E-ZPass plus on/off
- CSR call processing and Interactive Voice Recognition (IVR) functionality
- Verify initial script correct
- Test call back
- Test payment

2.2.2 Transaction Processing

- Image review process
- E-ZPass Inter-Agency Group/HUB processing
- Transaction (XCTX) files
- Invoice/Violation notices
- New Hampshire Department of Motor Vehicles (DMV) address look up and Hold
- Penn credit.
- Review and reconcile two (2) days of files, including ack

2.2.3 Lockbox process

- Verify steps

2.2.4 Mobile Application

- Validation of all features on a private and business account on both iOS, Android, Windows Mobile

2.2.5 Payment processing

- Including but not limited to:
 - credit/debit card
 - Automated Clearing House (ACH)
 - cash
 - check

2.2.6 Image review

- Verify all functions

2.2.7 System Security

- Role/ Privilege Management
- Reporting

2.2.8 Chatbot

- Verify functionality

2.2.9 BOS Infrastructure Validation between parallel runs of existing and Tech Refresh system

- Transponder management functionality, pick five (5) accounts on existing system which process purchase of transponders and perform same actions on tech refresh
- Pick a combination of 15 accounts for all types (i.e. Buss, LPN etc.) and verify accuracy between both systems.
- Pick accounts in various status on existing and verify all correspondence was process, text, email, phone, mail, statements.
- DOT/Cubic CSC shall pick 25 violation accounts and confirm the following process:
 - Payments of tolls, EFI, or through customer's account to assure same results
 - Waiving of fees
 - Verify determination letters
 - Process hold files
 - Approved hold files
- Invoice/violation audit of 25 transactions through first, second, and violation including image verification. (DOT has a process)
- Verify random 50 images transactions of both good and reject images
- Search for five (5) accounts through plate, name, or address
- Report reconciliation
- DMV Hold can be tested using the sample file generation and using an old file received from DMV and process it in the new production if holds are available in the baseline database (DB) snapshot

Cubic shall manage and track any anomalies, failures, or other issues noted under End-to-End testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a minimum, to NHDOT. NHDOT reserves the right to request re-testing of punch list items effecting functional capacity (e.g., credit card transactions posting to incorrect account) prior to granting Final payment of the Change order.

2.3 TRANSITION PLAN

The plan for transition from legacy equipment to the Tech Refresh (Transition Plan) shall include and define, at a minimum, the following items:

1. The transition schedule, detailing phases and/or transition segments including key dependencies and any required external resource needs (i.e., non-Cubic). Once the baseline schedule is approved by the NHDOT, updates during the transition periods identifying all schedule changes and work progress in the form of percentage completions shall be submitted to the NHDOT.
2. Details on the Transition Plan from the legacy system to the new BOS from parallel operation of the new BOS Host, to decommissioning of existing host and equipment.
3. The minimum resource allocation requirement for any transition task.
4. The order in which equipment items are to be installed with estimated durations.
5. Any required prerequisite activities to be accomplished by other Vendors or Interagency Group (IAG).
6. The coordination between third party vendors, including the Existing Toll System and All Electronic Tolling (AET)/ Open Road Tolling (ORT) System.
7. Roll back plan including key transition points where such roll back may be required. Any special or unique transition requirements.
8. How Cubic shall manage system redundancy and applicable disaster recovery facility.
9. Organization Chart defining key personnel, roles and responsibilities and contact information.

2.3.1 Transition Reporting

In preparation for final transition, the Contractor shall report to NHDOT as to a successful transition of each function.

Immediately prior to final transition, the Contractor shall prepare a report to the NHDOT indicating current status.

The report shall include:

- Detailed status of all E-ZPass accounts
- System transponder inventory
- Status of any unprocessed transactions
- Final reconciled reports with final closing balance for each E-ZPass account
- Project bank statements
- Status of processed and unprocessed reciprocal transactions, payments, and receivables

Upon Final Transition, which shall occur when the transit system is live and accepting production transaction, status reports will be submitted daily for the first two (2) weeks.

These reports shall:

- Provide status of system and operations

- Indicate problem areas and processes that are not functionally properly or timely.

Following the two-week period after Final Transition, the frequency of status reports will change to a weekly occurrence for a period of two (2) months.

3. SCHEDULE

The works described in this statement of work are expected to take between 11 to 12 months which includes two (2) months for testing and two (2) months from deployment to production.

Figure 3-1 provides a view of the proposed schedule for Tech Refresh activities.

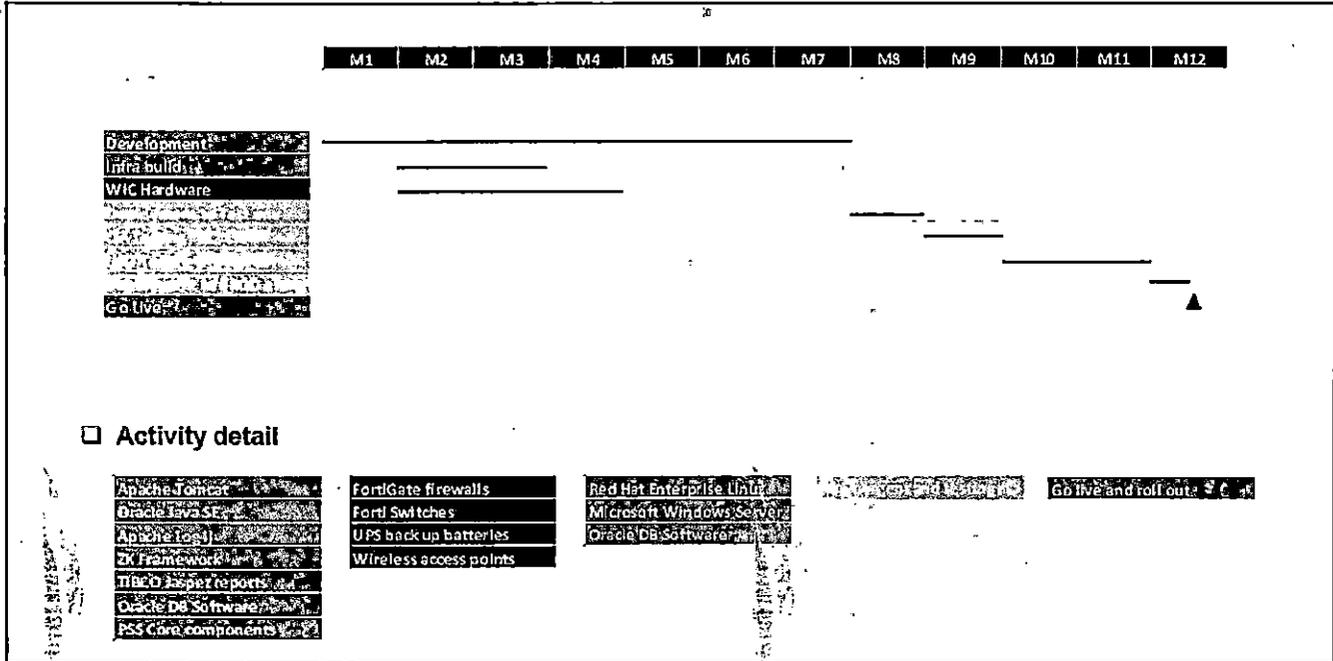


Figure 3-1. Tech Refresh Proposed Schedule

Figure 3-2 provides deployment timeframes for each Tech Refresh activity.

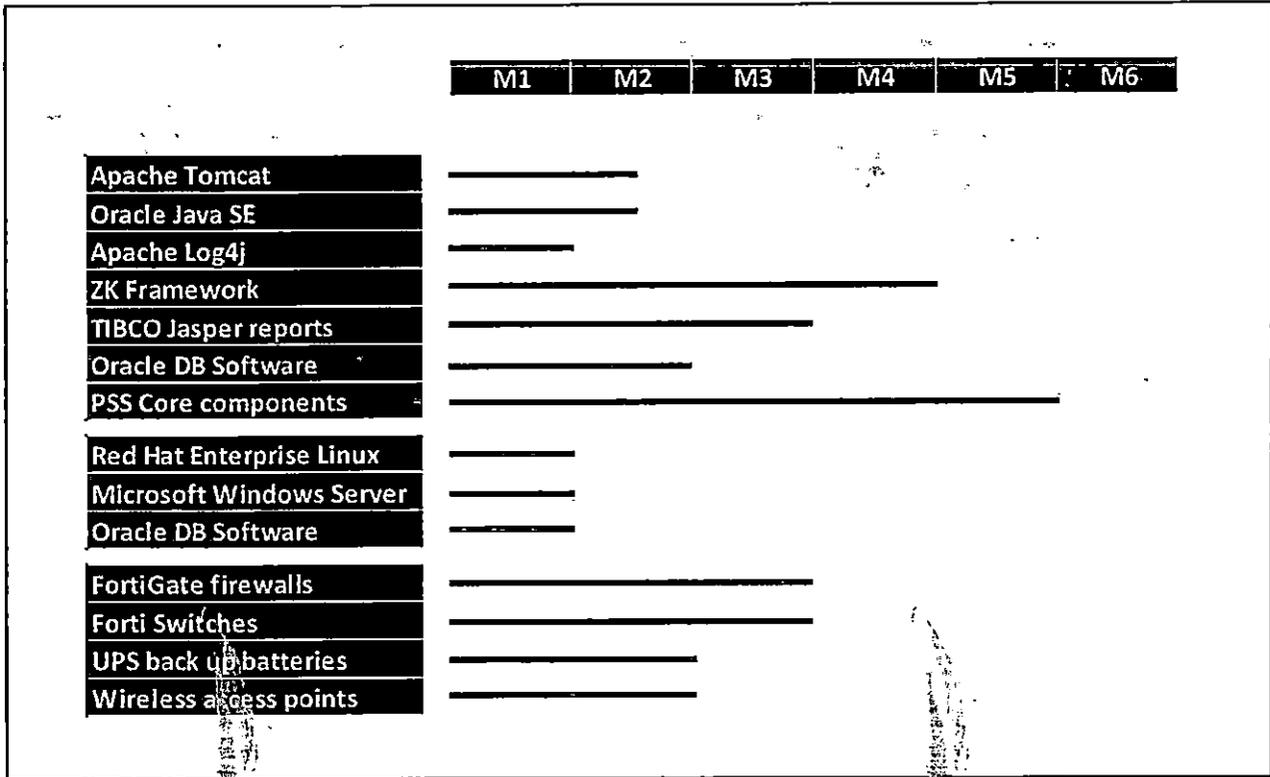


Figure 3-2. Tech Refresh Deployment Timeframes

4. PRICING

Cubic is pleased to offer a total estimated cost of component upgrades inclusive of all applicable labor for the works described in Section 2 of this Statement of Work for \$2,112,888 United States Dollars (USD). Additional details regarding the estimated amounts in Table 4-1 are available in APPENDIX A - P Squared Solutions NHDOT Tech Refresh Task Order), Appendix B (NTT Infrastructure Upgrade (submitted as CTS-NHDOT-0239_ Enclosure 4), and APPENDIX C - Walk-in-Centers Network Gear Components; as they relate to amounts listed below for PSS, NTT, and hardware, respectively.

Additionally, Table 4-2 provides a break-out view of the estimated Cubic labor hours necessary to perform these refresh activities.

Table 4-1. Technical Refresh Cost Details

Item No.	Technical Summary Costs	Price	Vendor
1	Upgrade of RHEL from versions 6.10, 7.9 and 8.8 to 9	\$9,786	NTT
2	Upgrade of Microsoft Window Server from versions 2012R2, 2019 to 2022	\$2,634	NTT
3	Upgrade Apache Tomcat 8.0.14 to 10.1.17	\$97,000	PSS
4	Upgrade Oracle Java SE 7 to Java SE 17	\$87,750	PSS
5	Upgrade Oracle Apache Log4j 1.2 to 2.21.2	\$35,600	PSS
6	Upgrade ZK Framework from 8.0.1.1 to 10.0.0 EE	\$315,125	PSS
7	Upgrade TIBCO Jasper reports 6.2 to 6.4.3	\$43,300	PSS
8	BOS Core Component Update (BOS Application Job Server and Reporting application, Webserver, Mobile, DMV Server, Net)	\$456,150	PSS
9	Upgrade Oracle DB from 12.2 to 19c	\$15,888	NTT
10	Upgrade Oracle DB from 12.2 to 19c	\$61,500	PSS
11	Infrastructure Parallel Run	\$231,552	NTT
12	WIC Network Gear EOL update	\$250,000	Hardware
Total		\$1,606,285	
Cubic Labor Hours		\$516,603	
Grand Total		\$2,122,888	

Table 4-2. Cubic Estimated Labor Hours

Cubic G&A	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	Hours	Rate	Cost
IT Ops - DBA	16	16	16	16	48	48	48	48	16	16	16	48	352	\$259	\$91,270
IT Ops - Network Eng	32	32	32	32	16	16	16	16	-	-	-	48	240	\$259	\$62,230
IT Ops - Sys Admin	48	48	48	48	48	48	48	48	48	48	48	80	608	\$174	\$105,737
IT Ops - App Support	16	16	16	16	16	16	16	16	16	16	16	16	192	\$174	\$33,391
Testing (Includes QA/UAT)	12	12	12	12	12	24	120	120	120	120	120	168	850	\$264	\$223,975
Totals	124	124	124	124	140	152	248	248	200	200	200	360	2,242	N/A	\$516,603

4.1 MILESTONE PAYMENT SCHEDULE

Table 4-3 and Table 4-4 provide details on payment milestones as they relate to the NHDOT Tech Refresh Change Order. Table 4-3. Non-Installation Payment Milestones

NHDOT Tech Refresh - Payment Milestones				
Item No.	Deliverable/Milestone Name	%	Cumulative Net Payment	Milestone Amount
				\$1,844,580.00
1	Notice to Proceed/Mobilization	10.00%	10.00%	\$184,458.00
2	Project Schedule	5.00%	15.00%	\$92,229.00
3	Discovery Phase	10.00%	25.00%	\$184,458.00
4	Design Review Phase	15.00%	40.00%	\$276,687.00
5	Development of Parallel BOS	20.00%	60.00%	\$368,916.00
6	Integration Testing and QA	15.00%	75.00%	\$276,687.00
7	Factory Testing test plan and scripts	5.00%	80.00%	\$92,229.00
8	Factory Testing with DOT	10.00%	90.00%	\$184,458.00
9	Transition Plan	2.00%	92.00%	\$36,891.60
10	Transition, Readiness, Go-Live	6.00%	98.00%	\$110,674.80
11	Post Go-Live Operational Support	2.00%	100.00%	\$36,891.60
		100.00%		
Total Non-Installation Milestone total				\$1,844,580.00

Table 4-4. Infrastructure Install Payment Milestones

Item Number	Install Based Milestone	Milestone Date	Milestone Amount
1	Upgrade of RHEL from versions 6.10, 7.9 and 8.8 to 9	Date of Install	\$ 9,786
2	Upgrade of Microsoft Window Server from versions 2012R2, 2019 to 2022	Date of Install	\$ 2,634
3	Upgrade Oracle DB from 12.2 to 19c	Date of Install	\$ 15,888
4	WIC Network Gear EOL update	Date of Install	\$ 250,000
Total Installation Milestone Payments			\$ 278,308
Total NHDOT Tech Refresh Payments			\$ 2,122,888

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APPENDIX A P SQUARED SOLUTIONS NHDOT TECH REFRESH TASK ORDER

Appendix A is a document from P Squared Solutions, reference filename: *NHDOT_Tech Refresh Task Order.pdf* which is attached here and is also provided with this Statement of Work under separate cover.

This document details the task order for Tech Refresh activities performed by P-Squared.



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APPENDIX B NTT INFRASTRUCTURE UPGRADE

Appendix B is a document from NTT, reference filename: *NTT BCO0018885-Cubic NHDOT Infrastructure.pdf* which is attached here and is also provided with this Statement of Work under separate cover.

This document details the task order from NTT for Tech Refresh activities.



BCO0018885 -
Cubic NHDOT Infrac

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APPENDIX C WALK-IN-CENTERS NETWORK GEAR COMPONENTS

Table C-1 provides a list of NHDOT Walk-In-Center network gear components which are currently at EOL and are due for an upgrade in order to keep the system running at an optimal level.

Table C-1. Walk-In-Centers Network Component Upgrade

WIC Network Gear EOL Update - Components
APC Smart-UPS SRT 2200VA Sinewave 2U Rackmount 120V
Fortinet FortiGate 601F - security appliance - with 3 years 24x7 FortiCare
Fortinet FortiGate 201F - security appliance - with 3 years FortiCare 24X7
Fortinet Tri-Radio Indoor Wireless Access Point with Internal Antenna
Fortinet FortiCare 24x7 Comprehensive Support - extended service agreement
Fortinet FortiAP 431G Indoor Wireless Access Point
Fortinet FortiCare 24x7 Comprehensive Support - extended service agreement
Fortinet FortiSwitch 448E-FPOE - switch - 48 ports - managed - rack-mountab
Fortinet FortiCare 24x7 Comprehensive Support - extended service agreement

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NHDOT TECH REFRESH

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

P-Square Solutions LLC
4/04/2024
Revision 1

 <p>P SQUARE[®] SOLUTIONS Technology Solutions. Enterprise Services. High Performance</p>	<p>NHDOT Tech Refresh 4/04/2024</p>	<p>Page 1 of 22</p>
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Table of Contents

1	INTRODUCTION	3
2	SCOPE OF WORK.....	3
2.1	NHDOT Tech Refresh Phases	3
2.2	Tech Refresh High-Level Tasks.....	3
2.2.1	ZK Framework 8.0.1.1 Upgrade.....	4
2.2.2	Apache Tomcat 8.0.14 Upgrade.....	6
2.2.3	Oracle Java SE 7 Upgrade	7
2.2.4	Oracle Apache Log4j 1.2 Upgrade	8
2.2.5	Jasper Reports Server 6.2 Upgrade	9
2.2.6	BOS Core Components (BOS Application - All APIs and Business Application-Layer) Upgrade	10
2.2.7	BOS Core Components (Job Server – All Backend Jobs) Upgrade.....	11
2.2.8	Report UI Application (Enterprise Reporting System) Upgrade.....	12
2.2.9	Public Website Upgrade.....	13
2.2.10	Mobile App Upgrade.....	14
2.2.11	DMV Application Server Upgrade	15
2.2.12	BOS Core Components (NiFi) Upgrade	16
2.2.13	Oracle DB 12.2 Upgrade.....	17
3	TOTAL ESTIMATED LOE.....	18
3.1	Exclusions	18
3.2	Exceptions	18
4	TOTAL PRICE QUOTE.....	19
5	PAYMENT MILESTONES.....	20
A.	APPENDIX – P-SQUARE T&M CONSULTING HOURLY RATES (TASK ORDERS).....	21

1 INTRODUCTION

Cubic Transportation Systems, Inc. (Cubic) has been awarded a contract by NHDOT under RFP 2105-068 to deliver a Back-Office System (BOS) and customer service operations for the New Hampshire Turnpikes. This document details the Scope of work and Level of effort to implement the Tech Refresh for all involved components. The following General Guidelines have to be met:

- Meeting Project Schedules as agreed.

Agenda	Schedule
Discovery	
Design	
Development	
Functional Testing	
Roll Out	

- It is acceptable to use offshore technical resources although the primary team should be based in the United States.
- Work closely with Cubic's New Hampshire Project Manager and Technical Staff to discuss technical direction, guidance, and project coordination activities.

2 SCOPE OF WORK

2.1 NHDOT Tech Refresh Phases

The following phases will apply to all component upgrades required to be implemented for the tech refresh.

1. **Discovery** – During this phase, we will go through all the libraries and understand the impact on those libraries' usage and functional impact due to the upgrade of the component.
2. **Design** – During this phase, the team will review and make any design changes in technical frameworks due to library updates.
3. **Development** – During this phase, all the source code will be reviewed, and changes will be made to the code based on upgraded libraries and components. Developers will also perform unit testing during this phase.
4. **Testing script development and Functional Test Execution** – The QA team will develop functional test scripts, perform test execution, and create bug issues for the development team.
5. **Roll-out / Deployment** – During this phase, environment preparation will be done for testing, roll-out, and deployment. This is an iterative process throughout the upgrade project.

2.2 Tech Refresh High-Level Tasks

Tech Refresh will have the following high-level tasks.

1. ZK Framework 8.0.1.1 Upgrade

2. Apache Tomcat 8.0.14 Upgrade
3. Oracle Java SE 7 Upgrade
4. Oracle Apache Log4j 1.2 Upgrade
5. Jasper Reports Server 6.2 Upgrade
6. BOS Core Components (BOS Application - All APIs and Business Application Layer) Upgrade
7. BOS Core Components (Job Server) Upgrade
8. Report UI Application (Enterprise Reporting System) Upgrade
9. Public Website Upgrade
10. Mobile App Upgrade
11. DMV Application Server Upgrade
12. BOS Core Components (NiFi) Upgrade
13. Oracle DB 12.2 Upgrade

2.2.1 ZK Framework 8.0.1.1 Upgrade

The ZK framework, which powers our web applications, is outdated. The version we are using was released on Jan 19, 2016. ZK 10.0.0 is the latest version released on Feb 27, 2024, and supports the latest versions of Apache Tomcat as well as Java.

Using an obsolete framework limits our ability to leverage modern features and maintain code quality. Also, the updated versions of Tomcat and Java will not support the current version of the ZK framework.

Adopting the latest ZK framework version allows us to enhance user experiences and streamline development. Also, since there is no direct upgrade path from 8.0.1.1 to 10.0.0, the application needs a complete rewrite of the UI layers and UI widgets. Additionally, the BOS testing with the new ZK framework will be extensive as the UI is being recreated. It will include Unit Testing, Integration Testing, and a thorough End-to-End Testing.

2.2.1.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 655 Hours	
Discovery	Discovery (Onsite/Offshore) – 160 Hours	
Design	Design (Onsite/Offshore) – 160 Hours	
Development	Development (Offshore) – 1,440 Hours	
Functional Testing	Test Team (Offshore) – 1,440 Hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 80 hours	

2.2.1.2 Task Price Quote

ZK Framework 8.0.1.1 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	275	\$175.00	\$48,125.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	380	\$150.00	\$57,000.00
II	Discovery	2	PSS-GDC	160	\$75.00	\$12,000.00
III	Design	2	PSS-GDC	160	\$75.00	\$12,000.00
IV	Development	3	PSS-GDC	1,440	\$75.00	\$108,000.00
V	Functional Testing	2	PSS-GDC	1,440	\$50.00	\$72,000.00
VI	Roll Out / Deployment	1	PSS-GDC	80	\$75.00	\$6,000.00
Total – ZK Framework 8.0.1.1 Upgrade – Task Order Estimated (3,935 hours)						\$315,125.00

2.2.2 Apache Tomcat 8.0.14 Upgrade

The current Java version 8.0.14 reached its end-of-support (EOS) date on **June 30, 2018**.

Vulnerabilities in outdated Tomcat versions expose our applications to security risks.

Upgrading to a supported Tomcat version (e.g., Tomcat 9 or 10) ensures continued security and compatibility.

During this phase of the upgrade, Tomcat will be upgraded, and all the sources will be compiled against the new version. Any compilation errors will be corrected, and any deprecated libraries and methods will be rewritten with updated versions of Tomcat libraries.

2.2.2.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 50 hours	
Discovery	Discovery (Onsite/Offshore) – 120 hours	
Design	Design (Onsite/Offshore) – 80 hours	
Development	Development (Offshore) – 480 hours	
Functional Testing	Test Team (Offshore) – 640 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 80 hours	

2.2.2.2 Task Price Quote

Apache Tomcat 8.0.14 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	20	\$175.00	\$3,500.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	30	\$150.00	\$4,500.00
II	Discovery	2	PSS-GDC	120	\$75.00	\$9,000.00
III	Design	2	PSS-GDC	80	\$75.00	\$6,000.00
IV	Development	3	PSS-GDC	480	\$75.00	\$36,000.00
V	Functional Testing	2	PSS-GDC	640	\$50.00	\$32,000.00
VI	Roll-Out / Deployment	1	PSS-GDC	80	\$75.00	\$6,000.00
Total – Apache Tomcat 8.0.14 Upgrade – Task Order Estimated (1,450 hours)						\$97,000.00

2.2.3 Oracle Java SE 7 Upgrade

The current Java SE 7 version reached its end-of-support in **July 2022**.

Vulnerabilities in outdated Java versions expose our applications to security risks.

Upgrading to a supported Java version (e.g., JDK 11 or 17) ensures continued security and compatibility.

2.2.3.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 30 hours	
Discovery	Discovery (Onsite/Offshore) – 80 hours	
Design	Design (Onsite/Offshore) – 160 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 640 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 120 hours	

2.2.3.2 Task Price Quote

Oracle Java SE 7 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	10	\$175.00	\$1,750.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	20	\$150.00	\$3,000.00
II	Discovery	2	PSS-GDC	80	\$75.00	\$6,000.00
III	Design	2	PSS-GDC	160	\$75.00	\$12,000.00
IV	Development	2	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	3	PSS-GDC	640	\$50.00	\$32,000.00
VI	Roll Out / Deployment	1	PSS-GDC	120	\$75.00	\$9,000.00
Total – Oracle Java SE 7 Upgrade – Task Order Estimated (1,350 hours)						\$87,750.00

2.2.4 Oracle Apache Log4j 1.2 Upgrade

The existing Java SE 7 version reached its end-of-support in August 2015.

Vulnerabilities in outdated Log4j versions expose our applications to security risks.

Upgrading to a supported Java version ensures continued security and compatibility.

2.2.4.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 4 hours	
Discovery	Discovery (Onsite/Offshore) – 20 hours	
Design	Design (Onsite/Offshore) – 10 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 160 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 10 hours	

2.2.4.2 Task Price Quote

Oracle Apache Log4j 1.2 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	0	\$175.00	\$0.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	4	\$150.00	\$600.00
II	Discovery	1	PSS-GDC	20	\$75.00	\$1,500.00
III	Design	1	PSS-GDC	10	\$75.00	\$750.00
IV	Development	2	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	1	PSS-GDC	160	\$50.00	\$8,000.00
VI	Roll Out / Deployment	1	PSS-GDC	10	\$75.00	\$750.00
Total – Oracle Apache Log4j 1.2 Upgrade – Task Order Estimated (524 hours)						\$35,600.00

2.2.5 Jasper Reports Server 6.2 Upgrade

Dependent Java and Tomcat versions may no longer receive updates or security patches.

Vulnerabilities in outdated Java and Tomcat versions expose our applications to security risks.

Upgrading to supported Java & Tomcat versions ensures continued security and compatibility.

Any report template issues due to the upgraded version of Jasper/Tomcat will be reviewed and fixed.

Detailed testing of all reports and the reports' UI will be done as part of this upgrade.

2.2.5.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 24 hours	
Discovery	Discovery (Onsite/Offshore) – 40 hours	
Design	Design (Onsite/Offshore) – 20 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 160 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 40 hours	

2.2.5.2 Task Price Quote

Jasper Reports Server 6.2 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pediyakkal	1	PSS-MTL	8	\$175.00	\$1,400.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	16	\$150.00	\$2,400.00
II	Discovery	1	PSS-GDC	40	\$75.00	\$3,000.00
III	Design	1	PSS-GDC	20	\$75.00	\$1,500.00
IV	Development	1	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	1	PSS-GDC	160	\$50.00	\$8,000.00
VI	Roll Out / Deployment	1	PSS-GDC	40	\$75.00	\$3,000.00
Total – Jasper Reports Server 6.2 Upgrade – Task Order Estimated (604 hours)						\$43,300.00

2.2.6 BOS Core Components (BOS Application - All APIs and Business Application Layer) Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches.

Vulnerabilities in outdated application versions expose our applications to security risks.

Upgrading to supported versions ensures continued security and compatibility.

The BOS application backend code will be upgraded to support the UI layer during this component upgrade. Major functional areas to upgrade are.

- API layer used by Website, mobile, IVR, chatbot, and the finance BOT.
- Functional backend used by ZK framework.
- Data access layer layers using updated JDBC libraries.
- Upgrading Payment Gateway Libraries.
- Upgrading other interfaces that have dependent libraries.

Once the upgrade is completed, the QA team will perform end-to-end testing of all critical functional areas to ensure that there are no run-time errors.

2.2.6.1 Estimated Task LOE

Task/Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 60 hours	
Discovery	Discovery (Onsite/Offshore) – 40 hours	
Design	Design (Onsite/Offshore) – 40 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 480 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 20 hours	

2.2.6.2 Task Price Quote

BOS Core Components (BOS Application) Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	40	\$175.00	\$7,000.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	20	\$150.00	\$3,000.00
II	Discovery	1	PSS-GDC	40	\$75.00	\$3,000.00
III	Design	1	PSS-GDC	40	\$75.00	\$3,000.00
IV	Development	2	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	2	PSS-GDC	480	\$50.00	\$24,000.00
VI	Roll Out / Deployment	1	PSS-GDC	20	\$75.00	\$1,500.00
Total – BOS Core Components (BOS Application) Upgrade – Task Order Estimated (960 hours)						\$65,500.00

2.2.7 BOS Core Components (Job Server – All Backend Jobs) Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

As part of this upgrade, we will be including the following modules.

- IAG Backend Jobs
- Transaction Processing
- Replenishment Jobs
- Notification Jobs
- Lockbox Processing
- DMV Lookup and Holds Job.
- Backend Job Scheduler.
- File Transfer Jobs.
- Image Review System Interfacing Jobs

All the jobs will be functionally tested as part of this upgrade.

2.2.7.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 28 hours	
Discovery	Discovery (Onsite/Offshore) – 40 hours	
Design	Design (Onsite/Offshore) – 10 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 640 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 32 hours	

2.2.7.2 Task Price Quote

BOS Core Components (Job Server) Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	20	\$175.00	\$3,500.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	8	\$150.00	\$1,200.00
II	Discovery	1	PSS-GDC	40	\$75.00	\$3,000.00
III	Design	1	PSS-GDC	10	\$75.00	\$750.00
IV	Development	2	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	2	PSS-GDC	640	\$50.00	\$32,000.00
VI	Roll Out / Deployment	1	PSS-GDC	32	\$75.00	\$2,400.00
Total – BOS Core Components (Job Server) Upgrade – Task Order Estimated (1,070 hours)						\$66,850.00

2.2.8 Report UI Application (Enterprise Reporting System) Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

The following are the main modules that will be upgraded.

- Updating Angular JS to the latest version. All UI screens in the reporting application will be rewritten to comply with the Angular upgrade.
- Report scheduling module.
- Jasper visualizer module.

Report functional testing will be done as part of the TIBCO Jasper upgrade (section 2.2.5). Testing will include Report UI functional feature test and report rendering testing in the UI through the data visualizer.

2.2.8.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 28 hours	
Discovery	Discovery (Onsite/Offshore) – 40 hours	
Design	Design (Onsite/Offshore) – 10 hours	
Development	Development (Offshore) – 180 hours	
Functional Testing	Test Team (Offshore) – 320 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 32 hours	

2.2.8.2 Task Price Quote

BOS Core Components (ERS) Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	20	\$175.00	\$3,500.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	8	\$150.00	\$1,200.00
II	Discovery	1	PSS-GDC	40	\$75.00	\$3,000.00
III	Design	1	PSS-GDC	10	\$75.00	\$750.00
IV	Development	1	PSS-GDC	180	\$75.00	\$13,500.00
V	Functional Testing	2	PSS-GDC	320	\$50.00	\$16,000.00
VI	Roll Out / Deployment	1	PSS-GDC	32	\$75.00	\$2,400.00
Total – BOS Core Components (ERS) Upgrade – Task Order Estimated (610 hours)						\$40,350.00

2.2.9 Public Website Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

The following are the major modules that will be upgraded as part of this task.

- Web server Node JS module
- Angular JS upgrade – This upgrade requires rewriting most of the screen since there is no direct upgrade path from the current version of Angular JS to the new version.

A thorough functional testing will be done from end to end.

2.2.9.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 60 hours	
Discovery	Discovery (Onsite/Offshore) – 120 hours	
Design	Design (Onsite/Offshore) – 160 hours	
Development	Development (Offshore) – 640 hours	
Functional Testing	Test Team (Offshore) – 960 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 120 hours	

2.2.9.2 Task Price Quote

BOS Core Components (Public Website) Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pediyakkal	1	PSS-MTL	40	\$175.00	\$7,000.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	20	\$150.00	\$3,000.00
II	Discovery	2	PSS-GDC	120	\$75.00	\$9,000.00
III	Design	2	PSS-GDC	160	\$75.00	\$12,000.00
IV	Development	2	PSS-GDC	640	\$75.00	\$48,000.00
V	Functional Testing	3	PSS-GDC	960	\$50.00	\$48,000.00
VI	Roll-Out / Deployment	1	PSS-GDC	120	\$75.00	\$9,000.00
Total – BOS Core Components (Public Website) Upgrade – Task Order Estimated (2,060 hours)						\$136,000.00

2.2.10 Mobile App Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

Upgrading to supported versions ensures continued security and compatibility.

The mobile application framework will be upgraded from the current version of Interact to the new version. All mobile screens will be changed while maintaining the existing functional requirements.

For the Mobile app, we are also considering upgrading to a popular platform like Flutter. We will be discussing that feasibility with DOT after we conduct POC.

2.2.10.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 20 hours	
Discovery	Discovery (Onsite/Offshore) – 20 hours	
Design	Design (Onsite/Offshore) – 160 hours	
Development	Development (Offshore) – 960 hours	
Functional Testing	Test Team (Offshore) – 480 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 20 hours	

10.2 Task Price Quote

Mobile App Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	10	\$175.00	\$1,750.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	10	\$150.00	\$1,500.00
II	Discovery	2	PSS-GDC	20	\$75.00	\$1,500.00
III	Design	2	PSS-GDC	160	\$75.00	\$12,000.00
IV	Development	2	PSS-GDC	960	\$75.00	\$72,000.00
V	Functional Testing	2	PSS-GDC	480	\$50.00	\$24,000.00
VI	Roll Out / Deployment	1	PSS-GDC	20	\$75.00	\$1,500.00
Total – Mobile App Upgrade – Task Order Estimated (1,660 hours)						\$114,250.00

2.2.11 DMV Application Server Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

The DMV Processing Module is a separate module that will be upgraded.

Its main modules are

- Interface with NH DMV
- Interface with ME DMV
- Interface with MA DMV
- Interface with Penn Credit (for Other States DMV)

2.2.11.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 20 hours	
Discovery	Discovery (Onsite/Offshore) – 20 hours	
Design	Design (Onsite/Offshore) – 40 hours	
Development	Development (Offshore) – 80 hours	
Functional Testing	Test Team (Offshore) – 80 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 4 hours	

2.2.11.2 Task Price Quote

DMV Application Server Upgrade – Detailed Estimated Price						
Item No./Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	8	\$175.00	\$1,400.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	12	\$150.00	\$1,800.00
II	Discovery	1	PSS-GDC	20	\$75.00	\$1,500.00
III	Design	1	PSS-GDC	40	\$75.00	\$3,000.00
IV	Development	1	PSS-GDC	80	\$75.00	\$6,000.00
V	Functional Testing	1	PSS-GDC	80	\$50.00	\$4,000.00
VI	Roll Out / Deployment	1	PSS-GDC	4	\$75.00	\$300.00
Total – DMV Application Server Upgrade – Task Order Estimated (244 hours)						\$18,000.00

2.2.12 BOS Core Components (NiFi) Upgrade

The current dependent application versions of Java, Tomcat, etc. have reached their end-of-support and will not receive any updates or security patches. Vulnerabilities in outdated application versions expose our applications to security risks.

2.2.12.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 12 hours	
Discovery	Discovery (Onsite/Offshore) – 20 hours	
Design	Design (Onsite/Offshore) – 20 hours	
Development	Development (Offshore) – 80 hours	
Functional Testing	Test Team (Offshore) – 80 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 4 hours	

2.2.12.2 Task Price Quote

BOS Core Components (NiFi) Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	4	\$175.00	\$700.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	8	\$150.00	\$1,200.00
II	Discovery	1	PSS-GDC	20	\$75.00	\$1,500.00
III	Design	2	PSS-GDC	20	\$75.00	\$1,500.00
IV	Development	1	PSS-GDC	80	\$75.00	\$6,000.00
V	Functional Testing	1	PSS-GDC	80	\$50.00	\$4,000.00
VI	Roll Out / Deployment	1	PSS-GDC	4	\$75.00	\$300.00
Total – BOS Core Components (NiFi) Upgrade – Task Order Estimated (216 hours)						\$15,200.00

2.2.13 Oracle DB 12.2 Upgrade

The current Java SE 7 version reached its end-of-support on Nov 30, 2020.

Vulnerabilities in outdated application versions expose our applications to security risks.

Update SQL procedures to comply with the change (e.g. Deprecated driver parameters)

This task will include the upgrade of all SQL Stored Procedures if upgrading to the latest version of the database deprecates any in-built function and methods. If any data type is changed between the current and latest versions of the database, those issues will be corrected and compiled.

Detail testing will be done as part of end-to-end testing and, any stored procedure-related jobs will be tested and validated.

2.2.13.1 Estimated Task LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 50 hours	
Discovery	Discovery (Onsite/Offshore) – 40 hours	
Design	Design (Onsite/Offshore) – 60 hours	
Development	Development (Offshore) – 320 hours	
Functional Testing	Test Team (Offshore) – 320 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 80 hours	

2.2.13.2 Task Price Quote

Oracle DB 12.2 Upgrade – Detailed Estimated Price						
Item No#/Serial#	Name	# of Resources allocated	Location	Estimated hours	Hourly Rate	Estimated Amount
I.1	Analysis & Design - Niyasi Pedyakkal	1	PSS-MTL	20	\$175.00	\$3,500.00
I.2	Technical Coordination & Support - Mohit Sarin	1	PSS-MTL	30	\$150.00	\$4,500.00
II	Discovery	1	PSS-GDC	40	\$75.00	\$3,000.00
III	Design	1	PSS-GDC	60	\$75.00	\$4,500.00
IV	Development	2	PSS-GDC	320	\$75.00	\$24,000.00
V	Functional Testing	2	PSS-GDC	320	\$50.00	\$16,000.00
VI	Roll Out / Deployment	1	PSS-GDC	80	\$75.00	\$6,000.00
Total – Oracle DB 12.2 Upgrade – Task Order Estimated (870 hours)						\$61,500.00

3 TOTAL ESTIMATED LOE

Task Item	Estimated Effort	Comments
Technical Management	Analysis, Design, and Technical Coordination (Mohit and Niyasi) – 1,041 hours	
Discovery	Discovery (Onsite/Offshore) – 760 hours	
Design	Design (Onsite/Offshore) – 930 hours	
Development	Development (Offshore) – 5,780 hours	
Functional Testing	Test Team (Offshore) – 6,400 hours	
Roll Out / Deployment	DevOps Team (Onsite/Offshore) – 642 hours	

3.1 Exclusions

The Scope of Work does not include the following:

1. Cost of any hardware or software to host or deploy into the Integration/Test, Pre-prod, and Production operations.
2. Cost of any software licenses on the production servers.

3.2 Exceptions

1. This consulting estimate is only for the specific task as requested in SOW. Any work beyond these items would require a revised estimate for the tasks and approval for the task order.
2. Any additional or special development tasks would require additional resources of Development and Testers.

4 TOTAL PRICE QUOTE

The following is the proposed price estimate based on the Level of effort (LOE) identified.

NHDOT Tech Refresh – Estimated Price Summary					
Item No	Support Item/Scope Description	Price			
I	ZK Framework 8.0.1.1 Upgrade	\$315,125.00			
II	Apache Tomcat 8.0.14 Upgrade	\$97,000.00			
III	Oracle Java SE 7 Upgrade	\$87,750.00			
IV	Oracle Apache Log4j 1.2 Upgrade	\$35,600.00			
V	Jasper Reports Server 6.2 Upgrade	\$43,300.00			
VI	BOS Core Components (BOS Application) Upgrade	\$65,500.00			
VII	BOS Core Components (Job Server) Upgrade	\$66,850.00			
VIII	BOS Core Components (ERS) Upgrade	\$40,350.00			
IX	Public Website Upgrade	\$136,000.00			
X	Mobile App Upgrade	\$114,250.00			
XI	DMV Application Server Upgrade	\$18,000.00			
XII	BOS Core Components (NiFi) Upgrade	\$15,200.00			
XIII	Oracle DB 12.2 Upgrade	\$61,500.00			
Total Estimated Price		\$1,096,425.00			
Project Risk Register / Contingency Allowance (10%)		\$109,642.50			
TOTAL		\$1,206,067.50			
NHDOT Tech Refresh – Estimated Price Details					
Item No#/Serial#	Name	Location	Estimated hours	Hourly Rate	Estimated Amount
I	NHDOT Tech Refresh				
I.1	Analysis & Design – Niyasi Pedyakkal	PSS-MTL	475	\$175.00	\$83,125.00
I.2	Technical Coordination & Support – Mohit Sarin	PSS-MTL	566	\$150.00	\$84,900.00
II	Discovery	PSS-GDC	760	\$75.00	\$57,000.00
III	Design	PSS-GDC	930	\$75.00	\$69,750.00
IV	Development	PSS-GDC	5,780	\$75.00	\$433,500.00
V	Functional Testing (Offshore)	PSS-GDC	6,400	\$50.00	\$320,000.00
VI	Roll Out	PSS-GDC	642	\$75.00	\$48,150.00
Total NHDOT Tech Refresh – Task Order Estimated (15,553 hours)					\$1,096,425.00
Project Risk Register / Contingency Allowance (10%)					\$109,642.50
TOTAL					\$1,206,067.50

5 PAYMENT MILESTONES

The following are the proposed payment milestones based on the Level of effort (LOE) identified.

NHDOT Tech Refresh – Payment Milestones					
Item No#/Serial#	Milestone Name	Duration In Months	Milestone Date	Percentage	Milestone Amount
I	Notice to Proceed Mobilization	NTP Date	NTP Date	15%	\$180,910.13
II	Discovery Phase	1M	NTP + 1M	10%	\$120,606.75
III	Design Review Phase	2M	NTP + 3M	15%	\$180,910.13
IV	Development	6M	NTP + 9M	20%	\$241,213.50
V	Integration Testing and QA	2M	NTP + 11M	20%	\$241,213.50
VI	Factory Testing with DOT	2M	NTP + 13M	10%	\$120,606.75
VII	Transition, Readiness, Go-Live	1M	NTP + 14M	10%	\$120,606.75
Total NHDOT Tech Refresh – Task Order					\$1,206,067.50

A. APPENDIX – P-SQUARE T&M CONSULTING HOURLY RATES (TASK ORDERS)

Serial No	Key Function	Team	Resource Name	Role	Location	Hourly rate	Description
1	Functional/Solution Architecture	PSS Onshore - Architect	Niyasi Pedyakkal	Functional /Solution Architect	PSS -MTL	\$175.00	The key function is to understand the Software change or issue to provide the best possible solution approach and guide the support and Development team.
2	PM - Operations & maintenance support Coordination and Technical Management	PSS Onshore – PM/TM	Mohit Sarin	PSS Delivery and Technical Manager	PSS -MTL	\$150.00	Technical Management, Delivery, Operations, Testing, and Support to the Cubic Team. Support Technical Documentation. Consists of Project coordination for operations and software deliveries and Release and Deployment. Participated in Cubic/Client scheduled meetings and Liaison to CSC operations and the Cubic Project Team. PSSDD Support
3	PSS DevOps – IT	PSS Onshore – PM/TM	Harish Bandaru, Ajesh Anthony	DevOps team Application OS, AS, DB, Jasper Reports, etc.	PSS -MTL	\$150.00	Operating environment, Application servers, Database administration, Reports Administration, Application Administration, and deployment support for BOS Apps environment.
4	Application Development	PSS Offshore - SW	Vipin N, Jithu Soman	Software Engineers	PSS-GDC	\$75.00	BOS Software Changes and ECRs and any tasks related to BOS or Reporting changes. The Application development

							involves supporting Software fixes and malfunctions. Jira Tickets/ECR changes. Report reconciliation issues. Job Server processes.
5	Integration/QA Testing	PSS Offshore - QA	Sajith Varghese, Arish M	QA Testers	PSS-GDC	\$50.00	QA team to perform the Integration Regression testing for the software changes and fixes for functional components. Test Plans, QA, and Regression Testing.

Report Title: Billable Change Order Details
 Run Date and Time: 2024-04-11 07:36:33 Pacific Daylight Time
 Run by: Joel Vandenberg
 Table name: u_billable_change

Billable Change Order			
Short description:	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades	Priority:	
Ticket Number:	BCO0018885	State:	Pending Approvals
PO Number:		Approval:	Customer Requested
Customer:	NTTA - Cubic	Approval By:	2024-05-10 07:16:50
Business Unit:		Work Completed:	
Budget Code:		Watch group:	
Assigned to:	Joel Vandenberg (joel.vandenberg@global.ntt)	Estimated Billing Date:	2024-05-31
System Integrator:		Stop Invoicing Date:	
Show All Products:	false	Short Term BCO:	false
		BCO Term Length:	
Total MRC:	\$38,592.00		
Total NRC:	\$28,308.00		

Special Notes and Instructions (Customer Visible):

This billable change order (BCO) builds 30 new RHEL 8.9 servers, 3 new OEL 8.9 servers and 1 new Microsoft Windows 2022 server. Also included is the installation and upgrade of the existing Oracle databases.

Please see the attached table (pdf) for resource details for each individual VM as well as labor hours needed to support this project.

This is a parallel build. Monthly recurring costs for each VM running in the environment will be billed as the servers are built and handed over. Costs for VMs currently running will continue to bill until those VMs are decommissioned.

This BCO does not change any terms and conditions, software licensing or responsibilities detailed in the NHDOT statement of work

Work Notes (Internal):

Comments and Work notes:

Description:

SSL Cert:

false

Division:

Related Records:

Parent Request: false
 Customer Created: false
 Project Handover:
 Handover MRC:
 Handover NRC:
 Overage: false

Sales Order Form:
 Opportunity:
 Service Request:
 Incident Request:
 Project Task:
 Primary SOF:

Old BCO Number:
Replacement BCO Number:

GTM Product:

Accounting

Intent of Work: Setup - New Server or Services
Accounting Classification Note: Setup Supporting MRR

Month Closed:
Quarter Closed:

SSL Cert Renewal

URL:
Current CSR Export:
New CSR Export:

GoDaddy Administrator Info:
New SSL Expiration Date:

Related List Title: Billable Product List
Table name: u_billable_product
Query Condition: Billable Change Order = BCO0018885
Sort Order: MRC Quantity in ascending order

2 Billable Products

Product Item	MRC Quantity	NRC Quantity	MRC Rate	Total Product MRR	NRC Rate
NTTA- Cubic -Cubic NHDOT Non-Recurring Project Cost	0	28,308	\$0.00	\$0.00	\$1.00
NTTA- Cubic - Cubic NHDOT Monthly Recurring Expense	38,592	0	\$1.00	\$38,592.00	\$0.00

Related List Title: Approval List
Table name: sysapproval_approver
Query Condition: Approval for = BCO0018885
Sort Order: State in ascending order

15 Approvals

△ State	Approver	Short description	Planned start date	Planned end date	Workflow activity	Created
Approved	Eric Reff (eric.reff@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:53
No Longer Required	Scottie Curtsinger (scottie.curtsinger@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:52
No Longer Required	Joseph Scoresby (joseph.scoresby@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
No Longer Required	Kevin Queen (kevin.queen@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
No Longer Required	Jason Popp (jason.popp@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:52
No Longer Required	Ryan Pillars (ryan.pillars@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:52
No Longer Required	Matthew White (matthew.white@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
No Longer Required	Manikandan Lakshminarayanan (manikandan.lakshminarayanan@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:52
No Longer Required	Ryan Sieler (ryan.sieler@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:52
No Longer Required	sandesh.khanage@global.ntt	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:53

State	Approver	Short description	Planned start date	Planned end date	Workflow activity	Created
No Longer Required	John Ciavarella (john.ciavarella@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
No Longer Required	chetan.hr (chetan.hr@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
No Longer Required	Ben Tenniswood (ben.tenniswood@global.ntt)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Technical Approval	2024-04-10 14:16:51
Requested	Garv Salwan (garv.salwan_cts@cubic.com)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Customer Approval	2024-04-11 05:04:50
Requested	Balajee Vijayanagaram (Balajee.vijayanagaram_cts@cubic.com)	Cubic NHDOT Infrastructure Upgrade to Support Application Upgrades			Customer Approval	2024-04-11 05:04:50

Related List Title: History List
 Table name: sys_history_line
 Query Condition: Set = (empty)
 Sort Order: None

None

Cubic CA 11 packet v2 (002)

Final Audit Report

2024-08-29

Created:	2024-08-29
By:	Caren Fitzgerald (caren.fitzgerald@cubic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB0NN0ZDHNphfyqPZmCV3D1rw0g306oCO

"Cubic CA 11 packet v2 (002)" History

-  Document created by Caren Fitzgerald (caren.fitzgerald@cubic.com)
2024-08-29 - 8:48:44 PM GMT
-  Document emailed to david.costello@cubic.com for signature
2024-08-29 - 8:50:58 PM GMT
-  Email viewed by david.costello@cubic.com
2024-08-29 - 10:03:03 PM GMT
-  Signer david.costello@cubic.com entered name at signing as david costello
2024-08-29 - 10:04:04 PM GMT
-  Document e-signed by david costello (david.costello@cubic.com)
Signature Date: 2024-08-29 - 10:04:06 PM GMT - Time Source: server
-  Agreement completed.
2024-08-29 - 10:04:06 PM GMT

**CUBIC TRANSPORTATION SYSTEMS, INC.
INCUMBENCY CERTIFICATE**

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Assistant Secretary of the Corporation this 29th day of August 2024.



Karen Blom
Assistant Secretary

State of New Hampshire

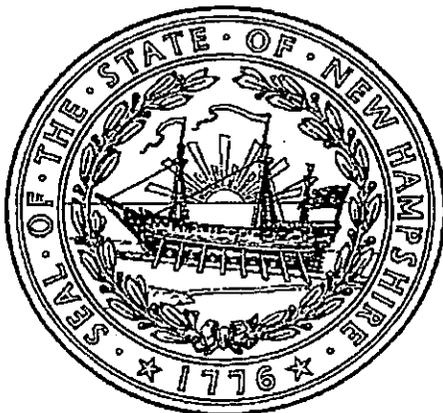
Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006695370



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



EVIDENCE OF PROPERTY INSURANCE

2B63FPSV

DATE (MM/DD/YYYY)
05/16/2024

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

AGENCY McGriff Insurance Services, LLC 5080 Spectrum Dr., Suite 900E Addison, TX 75001		PHONE (A/C, No. Ext): 469-232-2100	COMPANY Zurich American Insurance Company	
FAX (A/C, No.):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER PPR9137919-17
INSURED Cubic Transportation Systems Inc. 9233 Balboa Avenue San Diego, CA 92123			EFFECTIVE DATE 10/01/2023	EXPIRATION DATE 10/01/2024
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

State of New Hampshire, Department of Transportation is included as an additional insured as respects the Property policy. All where required by written contract, subject to policy terms, conditions, limitations and exclusions.

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

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	X	SPECIAL
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COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Property - All Coverages Combined including Time Element at scheduled locations on file with the Company - Per Occurrence - Valuation: Replacement Cost	\$200,000,000	\$50,000
Equipment Breakdown	\$200,000,000	\$50,000
Earth Movement (Annual Aggregate)	\$100,000,000*	\$100,000*
Flood (Annual Aggregate)	\$100,000,000*	\$100,000*
Named Storm (Annual Aggregate) - Per occurrence	\$200,000,000*	\$250,000*
Hail or Windstorm other than Named Storm (Annual Aggregate)	\$200,000,000*	\$250,000*

REMARKS (Including Special Conditions)

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CANCELLATION

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

ADDITIONAL INTEREST

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



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C #65
DATE 6/26/24

65



David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Turnpikes
May 30, 2024

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

REQUESTED ACTION

1. Pursuant to RSA 237:15-a Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$2,900,700 from the Turnpike General Reserve Account to budget and expend revenue for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System, to be effective upon Governor and Council approval through June 30, 2025. 100% Turnpike Funds.

FROM: 04-096-096-961017-363615-0000 Turnpike Fund Balance \$2,900,700

	Current Budget FY2025	Requested Change	Revised Budget FY2025
04-096-096-961017-70500000			
Toll Collection			
Expenses:			
020 500200 Current Expense	\$4,500,000	\$0	\$4,500,000
022 500255 Rents-Leases Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	33,750	0	33,750
024 500225 Maint Other than Bldg-Grnds	2,500,000	0	2,500,000
026 500251 Membership Fees	75,000	0	75,000
037 500171 Technology Hardware	0	0	0
038 509038 Technology Software	0	0	0
046 500463 Eng Consultants Non-Benefits	50,000	0	50,000
080 500710 Out of State Travel	7,000	0	7,000
102 500731 Contracts for Program Svc	16,820,000	2,900,700	19,720,700
103 500741 Contracts for Operational Svc	15,000	0	15,000
Total	\$24,002,250	\$2,900,700	\$26,902,950
Source of Funds			
Revenue:			
000-000017 Turnpike Fund	\$24,002,250	\$2,900,700	\$26,902,950

The unaudited Turnpike Fund Balance Surplus account as of June 30, 2024, was \$38.5 million, and is projected to be \$34.9 million as of June 30, 2025.

2. Further authorize the Department of Transportation to amend the contract with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, 92111, by increasing the contract amount by \$1,600,000 from \$103,541,727.23 for a new contract amount not to exceed \$105,141,727.23 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on October 7, 2015, Item 25. This is for the continued operation of the E-ZPass back-office system to support Electronic Tolling, Video Tolling and Violation Processing. 100% Turnpikes Funds

Funds to support this request are available in the following accounts in State FY 2024:

<u>FY 2024</u>	
04-096-096-961017-7050	
Toll Collection	
102-500731 Contract for program services	\$1,600,000

3. Authorize the Department of Transportation to exercise contract renewal options with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, 92111, by increasing the contract amount by \$75,351,677.19 from \$105,141,727.23 for a new contract amount not to exceed \$180,493,404.42 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System from July 1, 2024, to June 30, 2027. The original contract was approved by Governor and Council on October 7, 2015, Item 25. This is the second of three 3-year contract extensions for the continued operation of the E-ZPass back-office system to support Electronic Tolling, Video Tolling and Violation Processing. 100% Turnpikes Funds

Funds to support this request are anticipated to be available in the following accounts in State FY 2025, State FY 2026 and State FY 2027 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
04-096-096-961017-7050	\$3,425,000	\$3,625,000	\$3,825,000
Credit Card Processing Services 020-500205			
04-096-096-961017-7050	\$19,720,680.08	\$21,029,793.58	\$23,726,203.53
Toll Collection 102-500731 Contract for program services			

EXPLANATION

Transfer funds General Reserve Account to Toll Collection (70500000) – 100% Turnpike Funds:

Class 102 FY 2025: Increase Class 102 in Accounting Unit 70500000 by \$2,900,700. This transfer will allow for payment of FY 2025 contract expenditures for operations of the New Hampshire E-ZPass

Customer Service Center and Back Office System. Additional funding is needed due to All Electronic Tolling costs to process invoices and postage increases.

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.

Between October 25, 2017, and June 24, 2020, Governor and Council approved 7 amendments through the extended, phased development and implementation of the system for the restructuring of the scheduled deliverables, incremental payment of project delivery and Operation and Maintenance costs, Merchant of Record responsibilities, and Key Performance Indicators. These amendments ensured that contract payments matched system functionality as the system phases were incrementally developed, tested, and deployed to the current fully functional back-office system. On June 2, 2021, Governor and Council approved contract amendment 8 with Cubic, Item #45A, for the first three-year extension in the amount of \$50,652,002.40, to be effective through June 30, 2024. Governor and Council approved contract amendment 9 with Cubic, Item #35, for May 4, 2022.

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

1. The Department requires additional contract funding for FY24 to cover increased operating costs. All Electronic Tolling (AET) changes including the conversion of Dover/Rochester Turnpike and the change to AET at night for all toll plazas have resulted in increases in image-based tolls and unpaid transactions that require invoicing. The increased volume of invoices and violation notices being issued along with increases in postage, are the main factors necessitating this request.

2. The Department presently has provisions in the contract to extend Cubic's contract for a three-year extension followed by one additional three-year extension, for a total of 9 years. The Department is requesting the second three-year extension be approved. The extension will provide the Department with the following services:

- Processing of E-ZPass transactions in-state and by NH Accounts at out-of-State toll agencies (E-ZPass IAG financial reconciliation).
- Processing of all violation documents in accordance with RSA 236:31.
- Operation of Walk-In-Centers in Portsmouth, Nashua, and Concord.
- Opening and closing NH E-ZPass accounts.
- Fund management on behalf of the State.
- Automatic replenishments to accounts backed by credit cards.
- Account management functions.
- Transponder management.
- SOC1 Audit
- PCI Compliance

- Processing of all incoming mail and payments.

The contract amendment's total cost for FY25, excluding change order enhancements, is approximately 5% higher than the FY24 total cost due to cost of living adjustments in monthly cost drivers and increases in 7 Day to Pay accounts, invoices, image-based tolls and postage as a result of AET. FY26 and FY27 total expected costs, excluding change order enhancements, have increased approximately 12% over FY25 and 13% FY26 primarily due to the implementation of AET in Bedford in January 2026, the associated increased volume of notification and violation mailings and postage, and growth in number of accounts.

The contract amendment also includes updates to Key Performance Indicators (KPI's), Maine and Massachusetts DMV hold automation through electronic files, and enhancements to the existing E-ZPass Back Office Operating System as noted below:

- IAG Phase II Hub connecting to other regional Hubs (estimate \$300,000 software improvements).
- CPass Implementation - Cubic leveraging their Nationwide Transit System credit card payments with toll payments to reduce credit card fees (estimate \$300,000 software improvements).
- E-ZPass Website update, phase II of the Turnpike System's E-ZPass website improvements centered around improving customer payments with invoicing and violations and allowing charges to existing accounts or creation of new accounts (estimate \$375,000 software improvements).
- Implementation of 6C transponders, which allows the Turnpike System to process another transponder protocol from other agencies and to sell 6C transponders (also known as sticker tags). 6C transponders are less costly at \$0.55 a tag (estimate \$300,000 software improvements, website, and documentation updates).
- Fraud/Security software implementation to enhance fraud detection and security-related issues (estimate \$300,000).

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



William J. Cass, PE
Commissioner

Attachments
cc: J. Corcoran



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 22, 2024

William J. Cass, PE, Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Commissioner Cass:

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. 2015-068J.

The purpose of this amendment is to authorize the Department of Transportation (DOT) Bureau of Turnpikes to transfer funds in the amount of \$2,900,700, authorize DOT to increase the contract amount by \$1,600,000.00 through June 30, 2024, and authorize DOT to exercise contract renewal options by increasing the contract amount by \$75,351,677.19 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System from July 1, 2024, to June 30, 2027.

The total funding for this amendment is \$76,951,677.19, increasing the current contract price limitation from \$103,541,727.23 to \$180,493,404.42, and by extending the completion date to June 30, 2027.

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

Sincerely,

Denis Goulet

DG/RA
DOT 2015-068J

cc: Charlie Burns, IT Lead DoIT/DOT

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 10

This TENTH AMENDMENT (the "Amendment") is entered into by and between the STATE OF NEW HAMPSHIRE, acting through its Department of Transportation (the "State"), and CUBIC TRANSPORTATION SYSTEMS, INC., a California corporation with a principal office address of 9233 Balboa Avenue, San Diego, California 92123 (VC# 267136) ("Cubic"). The Department and Cubic are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the Agreement (Contract #2015-068, State Contract #5000591) approved by Governor and Council, as a result of Back Office Systems (BOS) Request for Proposal, on October 7, 2015, (the "Agreement"); Cubic agreed to supply certain services to the State upon the terms and conditions specified in the Agreement;

WHEREAS, the Parties subsequently entered into an amendment to the Agreement, said amendment having been approved by the Governor and Council on October 25, 2017 at Item # 16;

WHEREAS, the Parties then entered into a second amendment to the Agreement, said second amendment having been approved by the Governor and Council on May 16, 2018 at Item # 19A;

WHEREAS, the Parties then entered into a third amendment to the Agreement, said third amendment having been approved by the Governor and Council on July 27, 2018 at Item #5B;

WHEREAS, the Parties then entered into a fourth amendment to the Agreement, said fourth amendment having been approved by the Governor and Council on December 19, 2018 at Item #5D;

WHEREAS, the Parties then entered into a fifth amendment to the Agreement, said fifth amendment having been approved by the Governor and Council on June 19, 2019 at Item #102;

WHEREAS, the Parties then entered into a sixth amendment to the Agreement, said sixth amendment having been approved by the Governor and Council on January 22, 2020 at Item #31;

WHEREAS, the Parties then entered into a seventh amendment to the Agreement, said seventh amendment having been approved by the Governor and Council on June 24, 2020 at Item #58;

WHEREAS, the Parties then entered into an eight amendment to the Agreement, said eight amendment having been approved by the Governor and Council on June 2, 2021 at Item #45A;

WHEREAS, the Parties then entered into a ninth amendment to the Agreement, said ninth amendment having been approved by the Governor and Council on May 4, 2022 at Item #35; and

WHEREAS, pursuant to Paragraph 19.7 of the Agreement, the Parties wish to further amend the Agreement as specified herein;

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which is hereby conclusively acknowledged, the Parties hereby agree to amend the Agreement as follows:

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

- a. On Form P-37, amend Section 1.4 of the General Provisions of the Agreement by adding address to 9233 Balboa Avenue San Diego, CA 92123
- b. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2024, and adding a new completion date of June 30, 2027.
- c. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$103,541,727.23 and adding a new price limitation of \$180,493,404.42.

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 10
 2. Contract Amendment 9
 3. Contract Amendment 8
 4. Contract Amendment 7
 5. Contract Amendment 6
 6. Contract Amendment 5
 7. Contract Amendment 4
 8. Contract Amendment 3
 9. Contract Amendment 2
 10. Contract Amendment 1
 11. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
 12. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
 13. Final State Responses to Vendor Inquiries to RFP 2015-068.
 14. 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.
 15. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.
3. The third paragraph set forth in the General Provisions at Section 2.2 Non-Exclusive, Not to Exceed Contract is hereby deleted in its entirety and replaced as follows:

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$180,493,404.42 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

4. General Provisions -Section 3.1 is hereby deleted and replace as follows:

Cubic Contract Manager is:
Caren Fitzgerald
Cubic Transportation Systems, Inc
Tel: +1(646)679-7045
Email: Caren.Fitzgerald@Cubic.com

5. General Provisions-Section 3.2.5 is hereby deleted and replaced as follows:

Cubic Project Manager is:
 Garv Salwan
 Cubic Transportation Systems, Inc
 Tel: +1 (978) 3641483
 Email: garv.salwan@cubic.com

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

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

Key Members	Title
Garv Salwan	Project Director
Caren Fitzgerald	Contracts Manager
Zachary Ebert	Call Center & Walk-in-Center Manager
Crystal Manning	Image Review and Customer Support Manager
Nicole Noone	Fulfillment Supervisor
Fabian Romero	IT Manager
Balajee Vijayanagaram	Back Office System Test and Technology Analyst
Andrew Mouw	Finance Manager
Kurt Post	QC/QA Manager

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

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Garv Salwan Cubic Project Manager (PM)	Matthew R. Blixt State Project Manager (PM)	5 Business Days
First	Tom Elles Cubic Senior Commercial Director North America	John W. Corcoran, Jr. Administrator	10 Business Days
Second	Christian Henry, Cubic Sr. Vice President & General Manager	William J. Cass Commissioner	15 Business Days

8. General Provisions-Section 19.26 Notices is hereby replaced as follows:

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

CUBIC TRANSPORTATION SYSTEMS, INC. 9233 BALBOA AVENUE SAN DIEGO, CA 92123 (858) 268-3100	STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF TURNPIKES PO BOX 2950 CONCORD NH 03302-2950 TEL: (603) 485-3806
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Notwithstanding, all notices submitted by the State to Cubic must also be transmitted to the email address provided for the Contract Manager in Section 3.1 to be deemed as Written Notice under this Section 19.26.

9. Exhibit B Section 1.1 Not to Exceed is hereby amended as follows:

This is a Not to Exceed (NTE) with a maximum contract value of \$180,493,404.42 for the period between the Effective Date through June 30, 2027. Cubic shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Cubic to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. However, for purposes of the Contract Cost, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount shown, Cubic may seek approval from the State to increase the affected pass-through amount(s) accordingly and Cubic will prepare a contract amendment if the increase is over the total Contract Cost.

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

Table 1.2 Cost Summary Details

Description	FY 24	FY 25	FY 26	FY 27
Operational Costs	\$ 1,600,000.00	\$ 14,108,680.08	\$ 16,092,793.58	\$ 18,488,703.53
Pass Through Costs		\$ 7,762,000.00	\$ 8,262,000.00	\$ 8,762,500.00
End of Term Transition				\$ 300,000.00
Change Orders		\$ 1,275,000.00	\$ 300,000.00	
Sub-Total Operational Costs	\$ 1,600,000.00	\$ 23,145,680.08	\$ 24,654,793.58	\$ 27,551,203.53
		Total Contract Price		\$ 76,951,677.19

Pass-through amounts are budgetary estimates.

11. Exhibit B Section 1.6 Cubic Operational Costs is hereby amending Table 1.6.8 Cubic Operational Costs FY 2024 to increase Operational cost as follows:

Table 1.6.8 Cubic Pass through FY 2024

YEAR: FY24	
Description	Increase Cost Amount
Operational Costs	\$ 1,600,000.00

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

Table 1.6.9 Cubic Operational FY 2025

YEAR 10 - FY25						
DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
Pre-Paid E-ZPass Account Maintenance						
Fixed Monthly Costs including IAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 277,316.95	1	12	\$ 3,327,803.40
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 1,517.09	41	12	\$ 746,408.28
Pre-Paid License Plate Account Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts)(excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,411.40	1	12	\$ 16,936.80
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 302.99	7	12	\$ 25,451.16
Post-Paid Account (Invoice/Violation License Plate Processing)						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 83,735.22	1	12	\$ 1,004,822.64
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 14,570.01	36	12	\$ 6,294,244.32
Post-Paid 7-Day License Plate Transaction Processing						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,988.88	1	12	\$ 23,866.56
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 994.44	2	12	\$ 23,866.56
I-Toll Processing						
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,949.53	1	12	\$ 35,394.36
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 737.39	107	12	\$ 946,808.76
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 1,014.99	1	12	\$ 12,179.88
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 253.74	38	12	\$ 115,705.44
Annual SOC 1 Audit Report						
Annual SOC 1 Audit Report		Lump	\$ 195,000.00		1	\$ 195,000.00
Walk-In Center Operations						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 32,151.14		12	\$ 385,813.68
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 43,240.53		12	\$ 518,886.36
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 36,290.99		12	\$ 435,491.88
FY-2025 Annual Sub-Total						\$ 14,108,680.08
Pass-Through Cost						
Telephone Fees		Mo.	\$ 16,333.33		12	\$ 196,000.00
Lions Bridge		Mo.	\$ 1,750.00		12	\$ 21,000.00
Other Communication Fees		Mo.	\$ 8,000.00		12	\$ 96,000.00
Postage Fees		Mo.	\$ 333,333.33		12	\$ 4,000,000.00
Cash Payment Network Fees		Mo.	\$ 2,000.00		12	\$ 24,000.00
Credit Card Fees		Mo.	\$ 283,333.33		12	\$ 3,400,000.00
Bank Fees		Mo.	\$ 2,083.33		12	\$ 25,000.00
Pass-Through Cost Sub-Total						\$ 7,762,000.00
Change Orders-Budgetary Estimates						
Phase 2 Change Order - IAG HUB		Lump	\$ 300,000.00		1	\$ 300,000.00
CPASS Implementation			\$ 300,000.00		1	\$ 300,000.00
Website update			\$ 375,000.00		1	\$ 375,000.00
Implementation of 6C Tags			\$ 300,000.00		1	\$ 300,000.00
Change Order Cost Sub-Total						\$ 1,275,000.00
FY 2025 Total						\$ 23,145,680.08

Pass-Through Costs are budgetary estimates.

Table 1.6.10 Cubic Operational FY 2026

YEAR-END: FY2026						
DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
Pre-Paid E-ZPass Account Maintenance						
Fixed Monthly Costs including IAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 286,191.10	1	12	\$ 3,434,293.20
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 1,565.64	46	12	\$ 864,233.28
Pre-Paid License Plate Account Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,456.56	1	12	\$ 17,478.72
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 312.68	9	12	\$ 33,769.44
Post-Paid Account (Invoice/Violation License Plate Processing)						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 86,414.75	1	12	\$ 1,036,977.00
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 15,036.25	43	12	\$ 7,758,705.00
Post-Paid 7-Day License Plate Transaction Processing						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 2,052.52	1	12	\$ 24,630.24
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 1,026.27	2	12	\$ 24,630.38
I-Toll Processing						
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 3,143.47	1	12	\$ 37,721.64
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 760.98	123	12	\$ 1,123,210.23
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 1,047.47	1	12	\$ 12,569.61
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 261.86	47	12	\$ 147,691.29
Annual SOC I Audit Report						
Annual SOC I Audit Report		Lump	\$ 195,000.00		1	\$ 195,000.00
Walk-In Center Operations						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 33,179.98		12	\$ 398,159.78
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 44,624.23		12	\$ 535,490.74
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 37,452.30		12	\$ 449,427.65
FY 2026 Annual Sub-Total \$ 16,092,793.58						
Pass-Through Cost						
Telephone Fees		Mo.	\$ 16,333.33		12	\$ 196,000.00
Lions Bridge		Mo.	\$ 1,750.00		12	\$ 21,000.00
Other Communication Fees		Mo.	\$ 8,000.00		12	\$ 96,000.00
Postage Fees		Mo.	\$ 358,333.33		12	\$ 4,300,000.00
Cash Payment Network Fees		Mo.	\$ 2,000.00		12	\$ 24,000.00
Credit Card Fees		Mo.	\$ 300,000.00		12	\$ 3,600,000.00
Bank Fees		Mo.	\$ 2,083.33		12	\$ 25,000.00
Pass-Through Cost Sub-Total \$ 8,262,000.00						
Change Orders - Budgetary estimates						
Fraud/Security			\$ 300,000.00		1	\$ 300,000.00
Change Order Cost Sub-Total \$ 300,000.00						
FY 2026 Total						\$ 24,654,793.58

Pass-Through Costs are budgetary estimates.

Table 1.6.11 Cubic Operational FY 2027

DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
Pre-Paid E-ZPass Account Maintenance						
Fixed Monthly Costs including IAG Reciprocity Activities (0 to 400,000 accounts).	Fixed Monthly Price	Mo.	\$ 295,349.21	1	12	\$ 3,627,254.17
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts).	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 1,615.74	52	12	\$ 1,008,220.56
Pre-Paid License Plate Account Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts)(excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 1,503.17	1	12	\$ 18,038.10
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 322.69	12	12	\$ 46,467.32
Post-Paid Account (Invoice/Violation/License Plate Processing)						
Fixed Monthly Cost for First 20,000 invoice including payment processing & posting	Fixed Monthly Price	Mo.	\$ 89,180.02	1	12	\$ 1,070,160.28
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 15,517.41	51	12	\$ 9,496,652.75
Post-Paid 7-Day License Plate (Transaction) Processing						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (excluded from I-Tolls)	Fixed Monthly Price	Mo.	\$ 2,118.20	1	12	\$ 25,418.41
7-Day Post Paid One Time Payment Account (excluded from I-Tolls) (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 1,059.11	3	12	\$ 38,127.83
I-Toll Processing						
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 3,141.32	1	12	\$ 37,695.89
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 785.33	138	12	\$ 1,300,513.08
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 1,080.99	1	12	\$ 12,971.84
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 270.24	57	12	\$ 184,846.65
Annual SOC I Audit Report						
Annual SOC I Audit Report		Lump	\$ 195,000.00		1	\$ 195,000.00
Walk-In Center Operations						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 34,241.74		12	\$ 410,900.89
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 46,052.20		12	\$ 552,626.45
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 38,650.78		12	\$ 463,809.33
FY 2027 Annual Sub-Total						\$ 18,488,703.53
Pass-Through Costs						
Telephone Fees		Mo.	\$ 16,375.00		12	\$ 196,500.00
Lions Bridge		Mo.	\$ 1,750.00		12	\$ 21,000.00
Other Communication Fees		Mo.	\$ 8,000.00		12	\$ 96,000.00
Postage Fees		Mo.	\$ 383,333.33		12	\$ 4,600,000.00
Cash Payment Network Fees		Mo.	\$ 2,000.00		12	\$ 24,000.00
Credit Card Fees		Mo.	\$ 316,666.67		12	\$ 3,800,000.00
Bank Fees		Mo.	\$ 2,083.33		12	\$ 25,000.00
Pass-Through Cost Sub-Total						\$ 8,762,500.00
End of Term Transition Plan		Lump	\$ 300,000.00		1	\$ 300,000.00
FY 2027 Total						\$ 27,551,203.53

Pass-Through Costs are budgetary estimates.

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

1.7 Cubic Labor Rates

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

Table 1.7 Cubic Labor Rates Worksheet

ITEM	STAFF POSITION	Fully Burdened
		Hourly Rate
1	Project Manager	\$ 398.20
2	Data Migration Manager	\$ 398.20
3	Software Design Manager	\$ 344.30
4	Hardware Design Manager	\$ 259.29
5	System Test Manager	\$ 263.50
6	Maintenance Manager	\$ 263.50
7	Customer Service Center Operations Manager	\$ 254.25
8	Financial Manager	\$ 210.48
9	QA/QC Manager	\$ 83.34
10	Customer Service Representative Supervisor	\$ 60.09
11	Customer Service Representative 1	\$ 40.22
12	Customer Service Representative 2	\$ 42.99
13	Customer Service Representative 3	\$ 51.30
14	System Programmer	\$ 344.30
15	Database Administrator	\$ 259.29
16	System Administrator	\$ 173.91
17	Network Engineer/Architect	\$ 259.29
18	QA/QC System Integration Manager	\$ 263.50
19	Human Resource Manager	\$ 105.09
20	Project Administrator	\$ 58.00
21	Manager Store Front	\$ 88.87
22	Assistant Manager Store Front	\$ 60.09
23	BOS Manager	\$ 83.34
24	Logistics Clerk	\$ 46.79
25	Mail Room Clerk	\$ 42.99
26	Trainer	\$ 61.30

* Labor Rates for additional years will be based on Cost-of-Living Adjustment (COLA) by calendar year.

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

14. Exhibit B Section 2 Contract Price is hereby deleted and replaced as follows:

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$180,493,404.42 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Cubic for all fees and expenses, of whatever nature, incurred by Cubic in the performance hereof. However, for purposes of the Contract Price, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount, the State shall increase the affected pass-through amount(s) accordingly without increasing the overall Contract Price.

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

- a. Appendix C-1.3.4.3 New England Toll Violation DMV Hold Reciprocity requirement is for automation of DMV Hold between States to be completed by December 31, 2024, with the cooperation of New Hampshire DMV, Maine DMV, and Massachusetts Registry of Motor Vehicle. The Contractor can request an extension beyond December 31, 2024, if additional time is required due to circumstances outside of its control. Such request for an extension will not be unreasonably denied.

16. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
7	Reconciliation Time: Daily Revenue reconciliation – 100% of all revenues posted and payments received as reported by the Toll System reconciled with the system within 3 business days. This is contingent on Cubic receiving the bank statements from DOT before 8am for the previous business day. If Cubic receives bank statements from DOT after 8am, the threshold is 4 business days.	Daily by business days.	10 points for each day in excess of threshold

17. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
16	<p>Reciprocity report and invoice complete</p> <p>Produce reciprocity report and invoice to E-ZPass Group agencies by 13th day of each month.</p>	Monthly by Business days.	10 points for each day past due date

18. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
21A and 21B	<p>BOS Availability:</p> <p><u>21A- Back Office System Availability</u></p> <p>Back Office System (BOS) Availability shall be at required percentage.</p> <p><u>21B - Payment functionality Availability</u></p> <p>The Payment feature of the BOS shall be required at a certain percentage.</p> <p>Note* The payment feature excludes BOS downtime.</p> <p>The calculation for payment gateway: payment gateway = downtime of gateway excluding downtime of BOS</p>	Monthly average by percent	<p><u>21A - BOS Availability:</u></p> <p>100 points for failure to maintain BOS availability.</p> <p>20 points for each tenth of a percentage point below 99.982% for BOS availability.</p> <p><u>21B - Payment Availability:</u></p> <p>20 points for failure to maintain Payment feature availability.</p> <p>1 point for each 1% below 99.9%</p>

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

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
27	<p>3-day transaction dispute and complaint resolution:</p> <p>95% of complaints, Toll and Unpaid Toll/Violation disputes are resolved within 3 days from the logging of the complaint (excludes DMV Hold transactions & Out of State disputes). Resolution is defined as performance consistent with the business rule.</p>	Monthly average by percent	<p>5 points for less than 95%</p> <p>1 additional point for each 1% Below 95%</p>

20. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
28	<p>5-day transaction dispute and complaint resolution:</p> <p>95% of complaints, Toll and Unpaid Toll/Violation disputes are resolved within 5 days from the logging of the complaint (excludes DMV Hold transactions & Out of State disputes). Resolution is defined as performance consistent with the business rule.</p>	Monthly average by percent	5 points for each Toll complaint and Unpaid Toll/Violation Dispute not resolved within 5 days (excludes DMV hold transactions & Out of State disputes)

21. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
31	Customer Average Monthly Wait time does not exceed 10 minutes per Walk-Center.	Monthly Average..	5 points for each WIC exceeding the first 10-minute. 10 points for each additional 5 minutes of wait time.

22. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
34	Mailing time: 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)	Monthly average by percent and Business days.	20 points for each day past the due date.

23. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
35	Failed Payment Notification: Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 1 day of the Contractor receiving notification of the payment failure.	Monthly by incident	10 points for each notification failure event that fails to mail or email on time

24. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
37	100% of refunds (not including inactive account refunds) issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Number of refunds issued in excess of the due date (system report and quality audit)	5 points for each refund is late Additional point for each 10 refunds that are past due for issuance

25. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator hereby amended to add KPI 37a:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
37a	100% of inactive account refunds issued within 20 days of the customer request date (as set out by NHDOT for issuing refunds).	Number of refunds issued in excess of the due date (system report and quality audit)	5 points for each refund is late Additional point for each 10 refunds that are past due for issuance

26. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

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

27. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
39	Accounts Receivable Reconciliation Time: Monthly reconciliation of	Monthly by Business days.	10 points for each day past due date

	accounts receivable aging, trial balance, and account balances shall be provided within 10 days of the calendar month end.		
	Cubic will start reporting on this KPI starting 7/1/2024 but will be subject to KPI abetments starting 1/1/2025.		

28. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
41	Issue response time: Contractor responsiveness to track and resolve maintenance support issues, Requests that require an action and RCA requests from NHDOT.	Per incident by Business days	10 points for each request where the response time is greater than 5 business days.

29. Exhibit M Addendum 1 issued January 22, 2015, Reference # 22 or 23 referred to RFP Appendix C-1.5.8.2 Key Performance Indicators (KPI), Table C-9 Key Performance Indicator is hereby amended to read as follows:

Key Performance Indicator #	Required Performance	Measurement	KPI Non-Compliance Points
47	Transaction escalation accuracy: 99.9% of all unpaid transactions are escalated through the invoice and violation process accurately for each day excluding unpaid transactions that failed to escalate due to non-Cubic system related issues.	Monthly average by percent	20 points when the monthly average is below 99.9%. 10 points for each 1% below 99.9%

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
	Original Contract	October 7, 2015, through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	G&C approval date through June 30, 2018	\$0.00
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$0.00
Amendment # 3	Amendment 03	G&C approval date through December 31, 2018	\$0.00
Amendment #4	Amendment 04	G&C approval date through June 30, 2019	\$0.00
Amendment #5	Amendment 05	G&C approval date through December 31, 2019	\$0.00
Amendment #6	Amendment 06	G&C approval date through June 30, 2020	\$0.00
Amendment #7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
Amendment #8	Amendment 08	G&C approval date through June 30, 2024	\$50,652,002.40
Amendment #9	Amendment 09	G&C approval date through June 30, 2024	\$1,000,000.00
Amendment #10	Amendment 10	G&C approval date through June 30, 2027	\$76,951,677.19
	CONTRACT TOTAL		\$180,493,404.42

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Amendment shall take effect on the date that it is approved by 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.

Christian Henry
Christian Henry (May 30, 2024 12:12 EDT)

May 30, 2024

Date: _____

Christian Henry
Senior VP & General Manager
Cubic Transportation Systems, Inc.

William J. Cass

Date: 6/5/24

William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Duncan A. Edgar

Date: 6/11/24

Duncan A. Edgar, Assistant Attorney General
Approval by Attorney General Office

[Signature]

Date: JUN 26 2024

Secretary of State
Approval by the Governor and Council

Contract Amendment 10 Final (003)

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	Caren Fitzgerald (caren.fitzgerald@cubic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx162fv6UY0sGAL3lhpgnuIE78mKSakYw

"Contract Amendment 10 Final (003)" History

-  Document created by Caren Fitzgerald (caren.fitzgerald@cubic.com)
2024-05-30 - 3:26:18 PM GMT
-  Document emailed to christian.henry@cubic.com for signature
2024-05-30 - 3:30:01 PM GMT
-  Email viewed by christian.henry@cubic.com
2024-05-30 - 3:35:31 PM GMT
-  Signer christian.henry@cubic.com entered name at signing as Christian Henry
2024-05-30 - 4:18:14 PM GMT
-  Document e-signed by Christian Henry (christian.henry@cubic.com)
Signature Date: 2024-05-30 - 4:18:16 PM GMT - Time Source: server
-  Agreement completed.
2024-05-30 - 4:18:16 PM GMT

CUBIC TRANSPORTATION SYSTEMS, INC.
INCUMBENCY CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Assistant Secretary of the Corporation this 30th day of May 2024.



Karen Blom
Assistant Secretary



State of New Hampshire

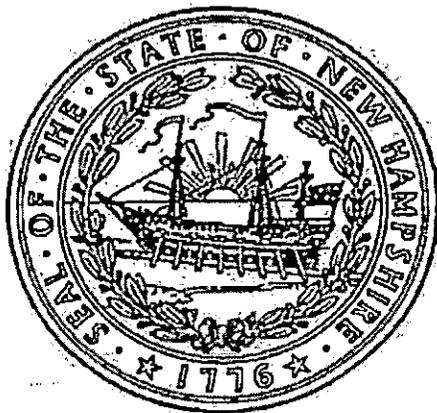
Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006695370



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2024

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

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

PRODUCER McGriff Insurance Services, LLC 3080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME:	
	PHONE (A/C, No, Ext): 469-232-2100	FAX (A/C, No):
INSURED Cubic Transportation Systems Inc. 3233 Balboa Avenue San Diego, CA 92123	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :Continental Casualty Company	NAIC # 20443
	INSURER B :Transportation Insurance Company	20494
	INSURER C :American Casualty Company of Reading, Pennsylvania	20427
	INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 2B63FPSV REVISION NUMBER: 1

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

INSURER	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	6075838847	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6075780061	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			5094621644	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC6072902292 - AZ,MA,OR,WI WC6072902177 - AOS WC6072902258 - CA	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER State of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2950 Concord, NH 03302-2950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R Michael Broadlove, Jr</i>



EVIDENCE OF PROPERTY INSURANCE

2B63FPSV

DATE (MM/DD/YYYY)
05/16/2024

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

AGENCY McGriff Insurance Services, LLC 5080 Spectrum Dr., Suite 900E Addison, TX 75001		PHONE (A/C, No., Ext): 469-232-2100	COMPANY Zurich American Insurance Company	
FAX (A/C, No.):	E-MAIL ADDRESS:		LOAN NUMBER	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		POLICY NUMBER PPR9137919-17		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
INSURED Cubic Transportation Systems Inc. 9233 Balboa Avenue San Diego, CA 92123		EFFECTIVE DATE 10/01/2023	EXPIRATION DATE 10/01/2024	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

State of New Hampshire, Department of Transportation is included as an additional insured as respects the Property policy. All where required by written contract, subject to policy terms, conditions, limitations and exclusions.

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	X	SPECIAL	AMOUNT OF INSURANCE		DEDUCTIBLE
Property - All Coverages Combined including Time Element at scheduled locations on file with the Company - Per Occurrence - Valuation: Replacement Cost						\$200,000,000	\$50,000	
Equipment Breakdown						\$200,000,000	\$50,000	
Earth Movement (Annual Aggregate)						\$100,000,000*	\$100,000*	
Flood (Annual Aggregate)						\$100,000,000*	\$100,000*	
Named Storm (Annual Aggregate) - Per occurrence						\$200,000,000*	\$250,000*	
Hail or Windstorm other than Named Storm (Annual Aggregate)						\$200,000,000*	\$250,000*	

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

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

APR 13 '22 PM 12:48 RCVD

35 sam



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
March 23, 2022

REQUESTED ACTION

Authorize the Department of Transportation to amend the contract with Cubic Transportation Systems Inc. (Vendor #267136) of San Diego, California, 92111, by increasing the contract amount by \$1,000,000.00 from \$102,541,727.23 for a new contract amount not to exceed \$103,541,727.23 for a professional services agreement for operations of the New Hampshire E-ZPass Customer Service Center and Back Office System, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on October 7, 2015, Item 25. This is for the continued operation of the E-ZPass back-office system to support Electronic Tolling, Video Tolling and Violation Processing. 100% Turnpikes Funds

Funds to support this request are available in the following accounts in State FY 2022

	<u>FY 2022</u>
04-096-096-961017-7050 Toll Collection	
020-500205 Current Expense	\$350,000.00
04-096-096-961017-7050 Toll Collection	
102-500731 Contract for program services	\$650,000.00

EXPLANATION

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

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

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

On June 2, 2021, Governor and Council approved contract amendment 8 with Cubic. Item #45A, for the first three-year extension in the amount of \$50,652,002.40, to be effective through June 30, 2024.

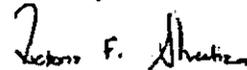
This amendment is to address the continued operation and maintenance of the system as follows.

1. The Department requires additional funds in the contract for FY 22 Current Expense to cover the increased credit card fees associated with the number of increased credit card payments. All Electronic Tolling at night has caused an increased number of invoices and violations being issued which resulted in an increased amount of credit card payments being processed.
2. The Department requires additional funds in the contract for FY 22 Contracts for Project Services to cover increased operating costs. All Electronic Tolling at night has caused an increase in unpaid transactions that require invoicing; therefore, we have seen an increase in postage and the volume of invoices and violation notices being issued which result in increased EZpass back-office payments to Cubic.
3. The contract amendment also includes an update to Key Performance Indicators (KPI's) 39.

The amendment has been approved by the Attorney General as to form and execution. Funding for FY 2022 is available in FY 2022 budget. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

cc: J. Corcoran, R. Dupuis



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

Denis Goulet
Commissioner

March 22, 2022

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 1.

This is an amendment to the current contract to address the continued operation and maintenance of the system. Additional funding is requested for multiple classes as well as updates to Key Performance Indicators (KPI's).

The price limitation will increase by \$1,000,000.00, from \$102,541,727.23 to \$103,541,727.23, with no change to the expiration date of June 30, 2024, effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/RA
DOT 2015-0681

cc: Charlie Burns, IT Lead DoIT/DOT

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 9

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 #51B, to be effective through June 30, 2019;

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

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

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

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

Initial all pages
Cubic Transportation Systems, Inc. Initials *CS*

4
Cubic Amendment Contract Extension
Page 1 of 7

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 9

WHEREAS, the Governor and Council approved an amendment #8 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 2, 2021 Item #45A to be effective through June 30, 2024;

WHEREAS, the Parties now wish to amend the Agreement as set forth in this Ninth 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 of the Agreement (Form P-37), is hereby amended as follows:

- a. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$102,541,727.23. and adding a new price limitation of \$103,541,727.23.

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

- a. Contract Amendment 9

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

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

1. Contract Amendment 9
2. Contract Amendment 8
3. Contract Amendment 7
4. Contract Amendment 6
5. Contract Amendment 5
6. Contract Amendment 4
7. Contract Amendment 3
8. Contract Amendment 2
9. Contract Amendment 1
10. The State of New Hampshire, Department of Transportation Contract 2015-068 (resulting Contract from the RFP, once executed).
11. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
12. Final State Responses to Vendor Inquiries to RFP 2015-068.
13. 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.
14. Cubic Proposal including interview presentation material and response to State's questions to RFP 2015-068.

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 9

4b General Provisions-Section 2.2 Non-Exclusive, Not to Exceed Contract is hereby deleted and replaced as follows:

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

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$103,541,727.23 the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

5. Exhibit B Section 1.1 Not to Exceed is hereby amended as follows:

This is a Not to Exceed (NTE) with a maximum contract value of \$103,541,727.23 for the period between the Effective Date through June 30, 2024. Cubic shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Cubic to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. However, for purposes of the Contract Cost, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount shown, Cubic may seek approval from the State to increase the affected pass-through amount(s) accordingly and Cubic will prepare a contract amendment if the increase is over the total Contract Cost.

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

Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 9

6. Exhibit B Section 1.2 Cost Summary Detail, Table 1.2 Cost Summary Detail is hereby amended as follows: The Sub-Total Operational Costs for FY 22 is \$14,974,745.64 and the Total Contract Price is \$51,652,002.40.
7. Exhibit B Section 1.6 Cubic Operational Cost, Table 1.6.6 Cubic Operational FY 2022 is hereby amended. The cost increases are in Invoice/Violation processing, postage fees and credit card fees shown in bold italics below.

Table 1.6.6 Cubic Operational FY 2022

DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
Pre-Paid EZPass Accounts Maintenance (0 to 200,000 accounts)	Fixed Monthly Price	Mo.	\$ 156,269.33	1	12	\$ 3,075,233.16
Variable Monthly Cost including IAG Reciprocity Activities (above 200,000 accounts)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo	\$ 1,401.95	24	12	\$ 403,761.60
Pre-Paid License Plate Accounts Maintenance (0 to 3,000 accounts Excluded from 1-Toll)	Fixed Monthly Price	Mo	\$ 1,244.76	1	12	\$ 15,651.00
Variable Monthly Cost For Pre-Paid License Plate Accounts (above 3,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 279.09	3	12	\$ 10,079.64
Pre-Paid Accounts (Invoice/Violation License Plate) Processing (above 20,000 invoices) including payment processing & posting	Fixed Monthly Price	Mo	\$ 77,779.97	1	12	\$ 928,559.64
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 3,000)	Mo.	\$ 11,164.19	11	12	\$ 3,192,975.88
7-Day Post Paid One Time Payments Account (0 to 2000 accounts) (excluded from 1-Toll)	Fixed Monthly Price	Mo.	\$ 1,837.93	1	12	\$ 22,055.16
7-Day Post Paid One Time Payment Account (excluded from 1-Toll) (above 2000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 918.97	0	12	\$
Fixed Monthly Cost for Processing 1-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo	\$ 2,725.67	1	12	\$ 33,708.04
Variable Monthly Cost for Processing 1-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 681.42	52	12	\$ 425,206.08
Fixed Monthly Cost for Processing 1-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 927.95	1	12	\$ 11,235.40
Variable Monthly Cost for Processing 1-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 5,000)	Mo.	\$ 234.49	29	12	\$ 66,277.60
Annual SOC 1 Audit Report	Lump		\$ 170,000.00		1	\$ 170,000.00
Waltham Center Operations	Fixed Monthly Fee	Mo	\$ 29,710.97		12	\$ 356,531.64
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 39,958.70		12	\$ 479,504.40
Plymouth Service Center	Fixed Monthly Fee	Mo.	\$ 33,536.61		12	\$ 402,439.32
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 33,536.61		12	\$ 402,439.32
Pass-Through Costs FY 2022 Annual Sub-Total						\$ 4,859,989.08
Telephone Fees		Mo.	\$ 2,705.34		12	\$ 44,464.08
Other Communication Fees		Mo.	\$ 8,115.71		12	\$ 97,388.52
Postage Fees		Mo.	\$ 140,169.90		12	\$ 1,682,718.84
Cash Payment Network Fees		Mo.	\$ 4,120.00		12	\$ 49,440.00
Credit Card Fees		Mo.	\$ 248,748.77		12	\$ 2,984,985.24
Pass-Through Costs Sub-Total						\$ 4,859,989.08
Change Orders		Lump	\$ 300,000.00		1	\$ 300,000.00
Implementation of EZPass HUB		Lump	\$ 32,508.00		1	\$ 32,508.00
NCIN Files processed hourly		Lump	\$ 32,508.00		1	\$ 32,508.00
Change Order Cost Sub-Total						\$ 647,016.00
FY 2022 Annual Total						\$ 14,974,745.64

Pass-Through Costs are budgetary estimates

Initial all pages

Cubic Transportation Systems, Inc. Initials C

Cubic Amendment 9 Contract Extension

Page 4 of 7

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

Back Office Systems to Support Electronic Tolling, Video
 Tolling & Violation Processing
 CONTRACT AMENDMENT 9

8. Exhibit B Section 2 Contract Price is hereby deleted and replaced as follows:

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$103,541,727.23 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Cubic for all fees and expenses, of whatever nature, incurred by Cubic in the performance hereof. However, for purposes of the Contract Price, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount, the State shall increase the affected pass-through amount(s) accordingly without increasing the overall Contract Price.

9. 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 39 is hereby amended to read as follows:

Required Performance	Measurement	KPI Non-Compliance Points
Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 10 days of the calendar month end.	Contractor to Provide performance measurement method.	10 points for each day past due date

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

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

Initial all pages

Cubic Transportation Systems, Inc. Initials Ce

Cubic Amendment 9 Contract Extension

Page 5 of 7

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

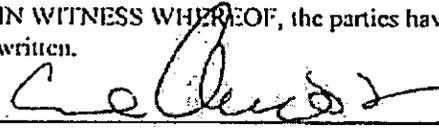
Back Office Systems to Support Electronic Tolling, Video
 Tolling & Violation Processing
 CONTRACT AMENDMENT 9

		June 30, 2020	
Amendment #7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
Amendment #8	Amendment 08	G&C approval date through June 30, 2024	\$50,652,002.40
Amendment #9	Amendment 09	G&C approval date through June 30, 2024	\$1,000,000.00
CONTRACT TOTAL			\$103,541,727.23

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2015-068
Back Office Systems to Support Electronic Tolling, Video
Tolling & Violation Processing
CONTRACT AMENDMENT 9

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

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


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

Date: 14 March 2022

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

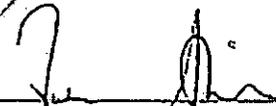
On this the ____ day of _____, 2022, before me,
_____, the undersigned Officer
personally appeared and acknowledged her/himself to be the _____
of _____, a corporation, and that she/he, as such
being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as

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

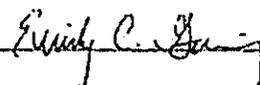
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)


Victoria Sheehan,
Commissioner
State of New Hampshire
Department of Transportation

Date: 3/31/22


Approval by Attorney General Office

Date: 4/11/2022

Approval by the Governor and Council

Date: _____

See Attached CA Acknowledgement

ACKNOWLEDGMENT

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.

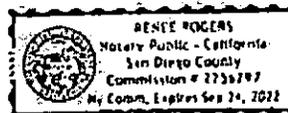
State of California
County of San Diego

On March 14, 2022 before me, Renee Rogers, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Renee Rogers

(Seal)



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

CUBIC TRANSPORTATION SYSTEMS, INC.
INCUMBENCY CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as Assistant Secretary of the Corporation this 14th day of March 2022.



Karen Blom
Assistant Secretary

State of New Hampshire

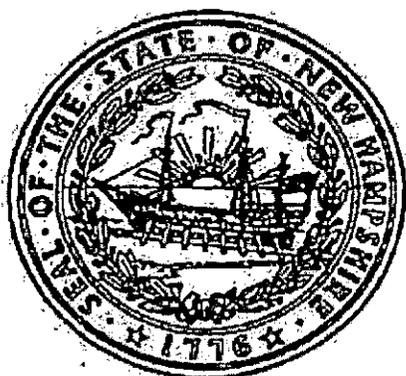
Department of State

CERTIFICATE

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

Business ID: 728366

Certificate Number: 0005746691



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2021

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

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

PRODUCER McGill Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: PHONE: 713-877-8975 FAX: 713-877-8974 (A/C. No., Ext.) (A/C. No.) E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B :Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C :American Casualty Company of Reading, Pennsylvania</td> <td>20427</td> </tr> <tr> <td>INSURER D :Continental Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Continental Casualty Company	20443	INSURER B :Transportation Insurance Company	20494	INSURER C :American Casualty Company of Reading, Pennsylvania	20427	INSURER D :Continental Insurance Company		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Continental Casualty Company	20443														
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INSURER C :American Casualty Company of Reading, Pennsylvania	20427														
INSURER D :Continental Insurance Company															
INSURER E :															
INSURER F :															
INSURED Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111															

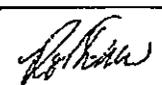
COVERAGES CERTIFICATE NUMBER: LCX145VFV REVISION NUMBER:

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

INSURER / LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6075838847	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		5094821644	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WVC6072902292 - AZ, MA, OR, WI WVC6072902258 - CA WVC6072902177 - AOS	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER SALUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

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

CERTIFICATE HOLDER State of New Hampshire Department of Transportation, Bureau of Tumpkas P.O. Box 2950 Concord, NH 03302-2950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



EVIDENCE OF PROPERTY INSURANCE

LCXH5VFV

DATE (MM/DD/YYYY)
09/28/2021

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

AGENCY McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	PHONE (A.C. No. Est.) 713-877-8975	COMPANY Zurich American Insurance Company
FAX (A.C. No.): 713-877-8974	EMAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER R.F. #: INSURED Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111	LOAN NUMBER	POLICY NUMBER PPR9137919-15
	EFFECTIVE DATE 10/01/2021	EXPIRATION DATE 10/01/2022
	<input type="checkbox"/> CONTINUED UNLESS TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD | X | SPECIAL

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

REMARKS (Including Special Conditions)

Valuation: Replacement Cost

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

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

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE

MORTGAGE

LOAN #

AUTHORIZED REPRESENTATIVE

MAY 25 '21 PM 1:46 RCVD

45A *eam*



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
April 28, 2021

REQUESTED ACTION

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

Funding is available as follows:

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

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

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

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

EXPLANATION

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

On October 7, 2015, Governor and Council approved the original contract with Cubic for the design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 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.

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

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

1. The Department requires additional funds in the contract for FY 2021 under Class 20-line item to cover the increased credit card fees associated with the number of increased credit card payments. All Electronic Tolling at night has caused an increased number of invoices and violations being issued which resulted in an increased amount of credit card payments being processed.
2. The Department presently has provisions in the contract to extend Cubic's contract for a three-year extension followed by two additional three-year extensions, for a total of 9 years. The Department is requesting the first three-year extension be approved. The extension will provide the Department with the following services:
 - Processing of E-ZPass transactions in-state and by NH Accounts at out-of-State toll agencies (E-ZPass IAG financial reconciliation).
 - Processing violation documents in accordance with RSA 236:31.
 - Operation of Walk-In-Centers in Portsmouth, Nashua and Concord.
 - Opening and closing NH E-ZPass accounts.
 - Fund management on behalf of the State.
 - Automatic replenishments to accounts backed by credit cards.
 - Account management functions.
 - Transponder management.
 - SOCI Audit
 - PCI Compliance
 - Processing all incoming mail and payments.

The contract extension also includes updates to Key Performance Indicators (KPI's), increase invoice processing timeframe per RSA 236:31, a provision for a temporary Walk-In-Center in Dover/Rochester area in preparation for All Electronic Tolling (AET), the punch list items from the Design Phase I-III, and enhancements to the existing E-ZPass Back Office Operating System as noted below.

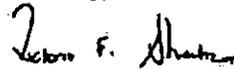
- Design Phase I-III Punch list:
 - Maine and Massachusetts DMV hold reciprocity through electronic files - Maine and Massachusetts DMV Hold Automation
 - Automation of Address Look up with the Maine Bureau of Motor Vehicles
 - Mobile Application
- Enhancements:
 - Transaction File transfer from the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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

cc: J. Corcoran, R. Dupuis



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

Denis Goulet
Commissioner

April 29, 2021

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

Dear Commissioner Sheehan:

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

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

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

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

Sincerely,

Denis Goulet

DG/rk
DOT 2015-068H

cc: Charlie Burns, IT Lead DoIT/DOT

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

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

WHEREAS, pursuant to Provision 19.7 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contract Amendment 8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1.2 Cost Summary Details

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

Pass-through amounts are budgetary estimates

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

Table 1.6.5 Cubic Pass through FY 2021

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

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

Table 1.6.6 Cubic Operational FY 2022

DESCRIPTION	COMMENT	UNIT	Unit Cost	Freq	Months	Cost
Pre-Paid License Account Maintenance						
Fixed Monthly Cost including TAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 254,244.48	1	12	\$ 3,050,933.76
Variable Monthly Cost including TAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (1 Month Unit of 1,000)	Mo.	\$ 1,401.92	24	12	\$ 401,341.44
Pre-Paid License Plate Account Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 1,000 accounts) (included from 1-Toll)	Fixed Monthly Price	Mo.	\$ 1,064.25	1	12	\$ 12,771.00
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 1,000 accounts)	Variable Monthly Price (1 Month Unit of 1,000)	Mo.	\$ 258.00	1	12	\$ 3,096.00
Pre-Paid Account (Violation/Challenger License Plate Processing)						
Fixed Monthly Cost for First 20,000 invoices including payment processing & posting	Fixed Monthly Price	Mo.	\$ 27,379.87	1	12	\$ 328,558.44
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (1 Month Unit of 1,000)	Mo.	\$ 13,464.49	17	12	\$ 2,144,864.36
Pre-Paid 3-Day License Plate Functionality Processing						
7-Day Post Paid One Time Payment Account (0 to 2000 accounts) (included from 1-Toll)	Fixed Monthly Price	Mo.	\$ 1,017.93	1	12	\$ 12,215.16
7-Day Post Paid One Time Payment Account (above 2,000 accounts)	Variable Monthly Price (1 Month Unit of 1,000)	Mo.	\$ 911.97	0	12	\$ -

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

Back Office Systems to Support Electronic Tolling, Video
 Tolling & Violation Processing
 CONTRACT AMENDMENT 8

Fixed Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	3	2,523.07	1	12	3	12,708.84
Variable Monthly Cost for Processing I-Toll WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	3	431.23	12	12	3	133,206.96
Fixed Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	3	917.95	1	12	3	11,221.80
Variable Monthly Cost for Processing I-Toll WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	3	234.78	20	12	3	54,275.88
Annual SOC 1 Audit Report	Lump	\$	170,000.00				1	170,000.00
Managed Servers Center	Fixed Monthly Fee	Mo.	3	39,710.97		12	3	154,311.64
Portsmouth Service Center	Fixed Monthly Fee	Mo.	3	39,928.70		12	3	179,304.80
Nashua Service Center	Fixed Monthly Fee	Mo.	3	33,536.61		12	3	402,439.33
Sub-Total of Fixed & Variable Monthly Fees (FY 2023 Annual Sub-Total) \$ 1,014,957.44								
Telephone Fees	Mo.	3	3,201.54		12	3	44,466.13	
Other Communication Fees	Mo.	3	8,115.31		12	3	67,322.57	
Postage Fees	Mo.	3	180,000.00		12	3	1,620,000.00	
Cash Payment Network Fees	Mo.	3	1,129.80		12	3	39,446.88	
Credit Card Fees	Mo.	3	219,322.68		12	3	2,631,872.20	
Sub-Total of Pass-Through Costs (FY 2023 Annual Sub-Total) \$ 1,744,608,780.70								
Change Order for Implementation of E-Phase Bill	Lump	\$	100,000.00				1	100,000.00
NYTA Fee processed hourly	Lump	\$	12,500.00				1	12,500.00
Change Order Sub-Total \$ 112,500.00								
FY 2023 Annual Total \$ 1,874,745.84								

Pass-Through Costs are budgetary estimates

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

Back Office Systems to Support Electronic Tolling, Video
 Tolling & Violation Processing
 CONTRACT AMENDMENT 8

Table 1.6.7 Cubic Operational FY 2023

DESCRIPTION	COMMENT	UNIT	Unit Cost	Est Qty	Months	Cost
Pre-Paid License Account Maintenance						
Fixed Monthly Cost including LAG Reciprocity Activities (0 to 100,000 accounts)	Fixed Monthly Price	Mo.	\$ 242,419.00	1	12	\$ 2,909,028.00
Variable Monthly Cost including LAG Reciprocity Activities (above 100,000 accounts)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 1,411.50	20	12	\$ 282,300.00
Pre-Paid License Plate Account Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 1,000 accounts) (Y included from L-Tolls)	Fixed Monthly Price	Mo.	\$ 1,124.00	1	12	\$ 13,488.00
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 1,000 accounts)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 358.71	1	12	\$ 4,304.52
Post-Paid Accounts (Violation & Video Plate Processing)						
Fixed Monthly Cost for First 20,000 invoices including payment processing & posting	Fixed Monthly Price	Mo.	\$ 28,271.00	1	12	\$ 339,252.00
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 12,791.21	20	12	\$ 3,070,090.40
Post-Paid 1-Day License Plate Transaction Processing						
1-Day Post Paid One Time Payment Account (0 to 3,000 accounts) (included from L-Tolls)	Fixed Monthly Price	Mo.	\$ 1,432.84	1	12	\$ 17,194.08
1-Day Post Paid One Time Payment Account (included from L-Tolls) (above 3,000 accounts)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 641.83	0	12	\$ -
Fixed Monthly Cost for Processing L-Toll WITHOUT OCR including payment processing & posting (0 to 30,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,791.00	1	12	\$ 33,492.00
Variable Monthly Cost for Processing L-Toll WITHOUT OCR including payment processing & posting (above 30,000 transactions)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 451.71	12	12	\$ 5,420.52
Fixed Monthly Cost for Processing L-Toll WITH OCR including payment processing & posting (0 to 30,000 transactions)	Fixed Monthly Price	Mo.	\$ 980.14	1	12	\$ 11,761.68
Variable Monthly Cost for Processing L-Toll WITH OCR including payment processing & posting (above 30,000 transactions)	Variable Monthly Price (12 Month Unit of 1,000)	Mo.	\$ 248.11	20	12	\$ 2,977.32
Annual ROC & Audit Report		Lump	\$ 172,000.00	1	1	\$ 172,000.00
Workshop/Onsite Operations						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 20,124.81		12	\$ 241,497.68
Plymouth Service Center	Fixed Monthly Fee	Mo.	\$ 40,811.21		12	\$ 489,734.52
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 24,341.19		12	\$ 292,094.28
Pass-Through Costs						
Telephone Fees		Mo.	\$ 1,148.64		12	\$ 13,783.68
Other Communication Fees		Mo.	\$ 8,318.14		12	\$ 100,017.68
Postage Fees		Mo.	\$ 489,678.82		12	\$ 5,876,145.84
Cash Payment System Fees		Mo.	\$ 2,271.60		12	\$ 27,259.20
Credit Card Fees		Mo.	\$ 252,319.41		12	\$ 3,027,832.92
Change Order/Correction Fees		Lump	\$ 115,000.00		1	\$ 115,000.00
Change Order/Correction Fees						
Change Order/Correction Fees		Lump	\$ 14,754,441.00		1	\$ 14,754,441.00

Pass-Through Costs are budgetary estimates

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

Table 1.6.8 Cubic Operational FY 2024

DESCRIPTION	COMMODITY	UNIT	Cost	Per Qty	Months	Cost
Pre-Paid License Plate Account Maintenance (0 to 200,000 accounts)						
Fixed Monthly Cost including IAD Reciprocity Activities (0 to 200,000 accounts)	Fixed Monthly Price	Mo.	\$ 243,317.95	1	12	1,226,615.16
Variable Monthly Cost including IAD Reciprocity Activities (above 200,000 accounts)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 1,670.83	12	1	\$64,499.30
Pre-Paid License Plate Account Maintenance (0 to 2,000 accounts) (excluded from I-Toll)						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts) (excluded from I-Toll)	Fixed Monthly Price	Mo.	\$ 1,267.64	1	12	15,211.68
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 293.29	0	12	21,111.16
Pre-Paid Violation (Video/Tolling License Plate Processing)						
Fixed Monthly Cost for First 20,000 invoices including payment processing & posting	Fixed Monthly Price	Mo.	\$ 34,128.74	1	12	\$71,847.53
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 14,187.32	10	12	\$31,792.32
Fixed 3-Day License Plate Transaction Processing (12,000 accounts)						
Fixed Monthly Cost for 3-Day License Plate Transaction Processing (12,000 accounts) (excluded from I-Toll)	Fixed Monthly Price	Mo.	\$ 1,977.21	1	12	23,726.52
Variable Monthly Cost for 3-Day License Plate Transaction Processing (above 12,000 accounts)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 943.41	0	12	\$
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR (including payment processing & posting) (0 to 20,000 transactions)						
Fixed Monthly Cost for Processing I-Toll WITHOUT OCR (including payment processing & posting) (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 2,836.05	1	12	34,032.60
Variable Monthly Cost for Processing I-Toll WITHOUT OCR (including payment processing & posting) (above 20,000 transactions)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 714.32	32	12	\$25,860.48
Fixed Monthly Cost for Processing I-Toll WITH OCR (including payment processing & posting) (0 to 20,000 transactions)						
Fixed Monthly Cost for Processing I-Toll WITH OCR (including payment processing & posting) (0 to 20,000 transactions)	Fixed Monthly Price	Mo.	\$ 613.52	1	12	7,362.24
Variable Monthly Cost for Processing I-Toll WITH OCR (including payment processing & posting) (above 20,000 transactions)	Variable Monthly Price (1-Month Unit of 1,000)	Mo.	\$ 242.88	20	12	\$9,011.20
Assess BOC 1 Audit Report						
Assess BOC 1 Audit Report	Lump	\$	175,000.00	1		175,000.00
Concord Service Center						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 31,134.21		12	\$373,610.52
Portsmouth Service Center						
Portsmouth Service Center	Fixed Monthly Fee	Mo.	\$ 41,899.22		12	\$502,790.64
Norwich Service Center						
Norwich Service Center	Fixed Monthly Fee	Mo.	\$ 32,163.67		12	\$385,964.04
FY 2024 Annual Sub-Total \$ 13,245,971.81						
Pass-Through Costs						
Telephone Fees	Mo.	\$	4,217.91		12	\$50,614.92
Other Communication Fees	Mo.	\$	8,604.86		12	\$103,258.32
Postage Fees	Mo.	\$	240,897.27		12	\$2,890,767.00
Cash Payment Network Fees	Mo.	\$	4,370.81		12	\$52,450.82
Credit Card Fees	Mo.	\$	272,250.06		12	\$3,267,000.72
End of Term Transition Plan	Lump	\$	244,031.00	1		244,031.00
FY 2024 Annual Total \$ 19,319,691.26						

Pass-Through Costs are budgetary estimates

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

12. Exhibit B Section I.7 Cubic Labor Rates is here deleted and replaced as follows:

I.7 Cubic Labor Rates

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

Table I.7 Cubic Labor Rates Worksheet

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

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

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

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

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

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$102,541,727.23 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Cubic for all fees and expenses, of whatever nature, incurred by Cubic in the performance hereof. However, for purposes of the Contract Price, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount, the State shall increase the affected pass-through amount(s) accordingly without increasing the overall Contract Price.

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

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

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

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

STATE OF NEW HAMPSHIRE

Department of Transportation

Bureau of Turnpikes

RFP 2015-068

Back Office Systems to Support Electronic Tolling, Video

Tolling & Violation Processing

CONTRACT AMENDMENT B

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

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

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

Required Performance	Measurement	KPI Non-Compliance Points
Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 10 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due Date

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

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

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

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

Initial all pages

Cubic Transportation Systems, Inc. Initials CS

Cubic Amendment & Contract Extension

Page 11 of 13

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

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

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

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

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

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

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

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


Cindy Adams, Director of Contracts and Subcontracts
Cubic Transportation Systems, Inc.

Date: Apr 22, 2021

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

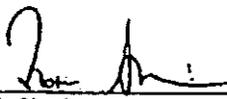
On this the ____ day of _____, 2021, before me,
_____, the undersigned Officer _____
personally appeared and acknowledged her/himself to be the _____
of _____, a corporation, and that she/he, as such
being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as

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

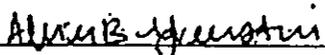
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)


Victoria Sheehan,
Commissioner
State of New Hampshire
Department of Transportation

Date: 5/5/21


Approval by Attorney General Office

Date: 5/25/21

Approval by the Governor and Council

Date: _____

Contract Amendment 8_Final 4.22.21_sign

Final Audit Report

2021-04-22

Created:	2021-04-22
By:	cindy adamos (cindy.adamos@cubic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR-cknGx-FERRCBMONGUd0ssjwyzXF5N

"Contract Amendment 8_Final 4.22.21_sign" History

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

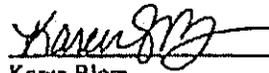


Cubic Transportation Systems, Inc.
9233 Balboa Avenue
San Diego, CA 92123, USA
+1 858 268 3100 +1 858 292 9987 (fax)

**CUBIC TRANSPORTATION SYSTEMS, INC.
INCUMBENCY CERTIFICATE**

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

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



Karen Blom
Assistant Secretary

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 728366

Certificate Number: 0095355638



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER McGRI Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: PHONE (A/C, NA, Ext): 713-877-8975 FAX (A/C, Ext): 713-877-8974 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cubic Transportation Systems, Inc. 5850 Kearny Mesa Road San Diego, CA 92111	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: Transportation Insurance Company	20494
	INSURER C: American Casualty Company of Reading, Pennsylvania	20427
	INSURER D: Continental Insurance Company	
	INSURER E:	
	INSURER F:	

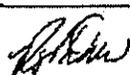
COVERAGES CERTIFICATE NUMBER: GF04H4LH REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:	X	8075830627	1001/2020	1001/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & O) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (E & O) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5094851644	1001/2020	1001/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIDUCIARY UNDER EMPLOYMENT IN NH E & O, BENEFIT UNDER DESCRIPTION OF OPERATIONS NH-	N/A	WCG072907292 - AZ, OR & WA WCG072902758 - CA WCG072907177 - AOS	1001/2020	1001/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
RE: Concord RFP 2015-068.

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

CERTIFICATE HOLDER State of New Hampshire Department of Transportation, Bureau of Transport P.O. Box 2950 Concord, NH 03302-2950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



EVIDENCE OF PROPERTY INSURANCE

GF94H0LJH

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

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

AGENCY McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	PHONE LAC, HQ, FAX: 713-877-8975	COMPANY Zurich American Insurance Company
FAX LAC, HQ: 713-877-8974	E-MAIL ADDRESSES:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Cubic Transportation Systems, Inc. 5850 Keamy Mesa Road San Diego, CA 92111	LOAN NUMBER	POLICY NUMBER PPRD137919-14
	EFFECTIVE DATE 10/01/2020	EXPIRATION DATE 10/01/2021
	<input type="checkbox"/> CONTINUED LIMITS TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION AND DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD | SPECIAL

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

REMARKS (including Special Conditions)

Valuation: Replacement Cost

CANCELLATION

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

ADDITIONAL INTEREST

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

ACORD 27 (2016/03)

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Victoria F. Sheehan
Commissioner

13-77243
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
June 5, 2020

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

On May 16, 2018, Governor and Council approved an Amendment #2 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VCH# 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") (VCH# 267136) of San Diego, California Item #5B, for the restructure of

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

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

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

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

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

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

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

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

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

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

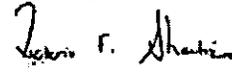
This amendment also includes three additional work orders: 1) Public Awareness Campaign promoting a Mobile Application, Cash Payment Network and to inform the public about the benefits of E-ZPass, which will primarily target the Dover –Rochester area in advance of the future AET implementation on the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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



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

Denis Goulet
Commissioner

June 9, 2020

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

Dear Commissioner Sheehan:

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

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Denis Goulet", followed by the word "for" in a smaller font.

Denis Goulet

DG/ik
DOT 2015-068G

cc: Charlie Burns



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

May 26, 2020

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

Requested Action and Explanation

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

Explanation

This amendment is to:

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

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

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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

CONTACT PERSON:

Renee Dupuis
Department of Transportation
Bureau of Turnpikes
Tel: (603) 485-3606
Fax: (603) 485-2107
Cell: (603) 848-7481
renee.dupuis@dot.nh.gov

CERTIFICATION

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

Respectfully submitted,

Charles Burns
IT Leader - Transportation, DoIT at NHDOT

Approved by:

Victoria F. Sheehan
Commissioner
Department of Transportation

RFP/Contract Number: DOT 2015-068 G

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

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

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

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

WHEREAS, pursuant to Provision 19.7 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

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

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

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

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

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

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

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

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

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

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

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

a. Contract Amendment 7

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

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

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

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

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

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

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

Cubic Project Managers are:

Initial all pages
Cubic Transportation Systems, Inc. Initials

CS

Cubic Amendment 7 Contract Extension
Page 2 of 12

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

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

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

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

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

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

Renee Dupuis Department of Transportation Bureau of Turnpikes Tel: (603) 485-3806 Fax: (603) 485-2107 Cell: (603) 848-7481 renee.dupuis@dot.nh.gov	US Mail: PO Box 2950 Concord NH 03302-2950 UPS, DHL, Federal Express (etc.): 36 Hackett Hill Road Hooksett NH 03106
---	--

7. General Provisions-Section 3.5 State Project Manager is hereby deleted and replaced as follows:

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

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

The State Project Manager is:

Renee Dupuis
 Department of Transportation
 Bureau of Turnpikes

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

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

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

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

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

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

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

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

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

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

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

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

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

- Final System Design Documents
- DMV Hold Automation

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

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

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

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

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

2.1 Design/Implementation/Testing

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

*Completion shall be based on approval by NHDOT

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

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

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

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

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

¹ Pass-through amounts are budgetary estimates

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

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

	Deliverable/Milestone	Payment Amount	Cum-Pay Amt
Total Cost Phase I - III A-D		\$9,500,000.00	
Initial Project Startup		6%	
1	Notice to Proceed/Performance Bond	\$431,250.00	\$431,250.00
2	Project Schedule (Baseline)	\$90,250.00	\$521,500.00
Phase III A Provisional Go-Live		39%	
6	Draft Business Rules Document	\$431,250.00	\$992,750.00

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

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

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

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

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

DESCRIPTION	COMMENT	UNIT	Unit Cost	Freq	Months	Cost
Pre-Paid E-ZPass Access: Maintenance						
Fixed Monthly Cost including IAG Reciprocity Activities (0 to 400,000 accounts)	Fixed Monthly Price	Mo.	\$ 220,642.63	1	12	\$ 2,647,711.64
Variable Monthly Cost including IAG Reciprocity Activities (above 400,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1000)	Mo.	\$ 1,254.70	27	12	\$ 407,253.16
Pre-Paid License Plate Access: Maintenance						
Fixed Monthly Cost for Pre-Paid License Plate Accounts (0 to 2,000 accounts) (excluded from I-Table)	Fixed Monthly Price	Mo.	\$ 1,179.03	1	12	\$ 14,137.08
Variable Monthly Cost for Pre-Paid License Plate Accounts (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 252.86	3	12	\$ 4,376.28
Post-Paid Access: Invoice/Violation License Plate Processing						
Fixed Monthly Cost for First 20,000 invoices including payment processing & posting	Fixed Monthly Price	Mo.	\$ 44,826.05	1	12	\$ 537,912.60
Variable Monthly Cost for First Invoice including payment processing & posting (above 20,000 invoices)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 11,012.52	12	12	\$ 1,005,311.20
Post-Paid Y-Day License Plate Transaction Processing						
Y-Day Post Paid One Time Payment Account (0 to 2,000 accounts) (excluded from I-Table)	Fixed Monthly Price	Mo.	\$ 1,673.54	1	12	\$ 20,082.48
Y-Day Post Paid One Time Payment Account (excluded from I-Table) (above 2,000 accounts)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 820.50	1	12	\$ 9,846.00
Fixed Monthly Cost for Processing I-Table WITHOUT OCR including payment processing & posting (0 to 20,000 transactions)						
Fixed Monthly Cost for Processing I-Table WITHOUT OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 613.81	47	12	\$ 544,100.64
Fixed Monthly Cost for Processing I-Table WITH OCR including payment processing & posting (0 to 20,000 transactions)						
Fixed Monthly Cost for Processing I-Table WITH OCR including payment processing & posting (above 20,000 transactions)	Variable Monthly Price (\$/Month/Unit of 1,000)	Mo.	\$ 845.86	80	12	\$ 98,153.32
Annual SOC I Audit Report	Comp	\$ 170,000.00		1		\$ 170,000.00

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 Cubic Transportation Systems, Inc. Initials

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Cubic Amendment 7 Contract Extension
 Page 9 of 12

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

Wilds Center Operations						
Concord Service Center	Fixed Monthly Fee	Mo.	\$ 25,118.46		12	\$ 301,421.52
Pittsborough Service Center	Fixed Monthly Fee	Mo.	\$ 34,077.34		12	\$ 408,928.08
Nashua Service Center	Fixed Monthly Fee	Mo.	\$ 30,142.11		12	\$ 361,705.32
FY 2023 Annual Sub-Total						\$ 7,519,982.86
Pass-Through Cost						
Telephone Fees		Mo.	\$ 13,000.00		12	\$ 156,000.00
Cash Payment Network Fees		Mo.	\$ 4,000.00		12	\$ 48,000.00
Credit Card Fees		Mo.	\$ 218,811.01		12	\$ 2,625,732.12
Postage Fees		Mo.	\$ 104,712.42		12	\$ 1,256,549.04
Other Communications Fees		Mo.	\$ 7,870.11		12	\$ 94,441.32
Pass-Through Cost Sub-Total						\$ 4,161,692.18
End of Term Transition*						
End of Transition Support & Data Migration Support		Lump	\$ 225,000.00			\$ 225,000.00
End of Term Transition Sub-Total						\$ 225,000.00
Additional Work Orders						
Public Awareness Campaign	Mobile Application and Cash Payment Network	Lump	\$ 70,000.00			\$ 70,000.00
Public Awareness Campaign - Parking, Delivery/Delivering	Mobile Application and Cash Payment Network	Pass through	\$ 60,000.00			\$ 60,000.00
E-ZPass On-ramp Specification file change	Files changing the future interoperability	Lump	\$ 432,000.00			\$ 432,000.00
Transporter Postage	Postage cost to contractor	Lump	\$ 25,000.00			\$ 25,000.00
Additional Work Orders Sub-Total						\$ 647,000.00
FY 2023 Annual Total						\$ 11,573,882.04

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

† Pass-through amounts are budgetary estimates

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

All invoices shall be sent to the following address:

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

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

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

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
	Original Contract	October 7, 2013 through June 30, 2021	\$51,889,724.83
Amendment # 1	Amendment 01	G&C approval date through June 30, 2018	\$0.00
Amendment # 2	Amendment 02	G&C approval date through June 30, 2021	\$0.00
Amendment # 3	Amendment 03	G&C approval date through December 31, 2018	\$0.00
Amendment # 4	Amendment 04	G&C approval date through June 30, 2019	\$0.00
Amendment # 5	Amendment 05	G&C approval date through December 31, 2019	\$0.00
Amendment # 6	Amendment 06	G&C approval date through June 30, 2020	\$0.00
Amendment # 7	Amendment 07	G&C approval date through June 30, 2021	\$0.00
	CONTRACT TOTAL		\$51,889,724.83

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

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

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

written by:
Robert Scott Date: 6/5/2020
Robert Scott, Vice President of Contracts and Subcontracts
Cubic Transportation Systems, Inc.

Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

On this the _____ day of _____, 2020, before me,
_____, the undersigned Officer
personally appeared and acknowledged her/himself to be the _____
of _____, a corporation, and that she/he, as such
being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

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

Date: 6/1/2020

Takmina Rakhmatova

Date: 06/10/2020

Approved by Attorney General Office

[Signature]

Date: JUN 24 2020

DEPUTY SECRETARY OF STATE

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Cubic Amendment 7 Contract Extension
Page 12 of 12

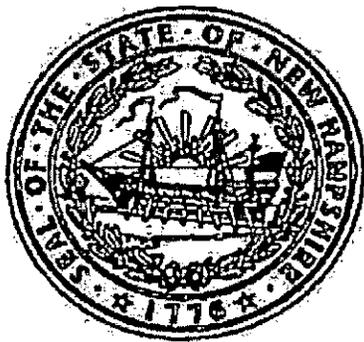
**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 728366

Certificate Number: 0004912011



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2019

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

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

MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 600 Houston, TX 77024-4548	CONTACT NAME:	
	PHONE (A/C, Int, Ext): 713-877-8975	FAX (A/C, Int): 713-877-8974
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Commercial Casualty Company		20443
INSURER B: Transportation Insurance Company		20404
INSURER C: American Casualty Company of Reading, Pennsylvania		20427
INSURER D: Commercial Insurance Company		
INSURER E:		
INSURER F:		

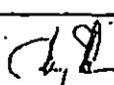
COVERAGES CERTIFICATE NUMBER: ZAJRGLV REVISION NUMBER:

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

FORM / LTR	TYPE OF INSURANCE	MODELS (Y/N)	POLICY NUMBER	MOCTY1 (MM/DD/YYYY)	MOCTY2 (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/>		5075438647	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/PROP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION:		5094621844	10/01/2018	10/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0072902287 - AZ - OR & MA WC0072902254 - CA WC0072902177 - AOS	10/01/2018	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract RFP 2015-084.

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

CERTIFICATE HOLDER: State of New Hampshire Department of Transportation, Bureau of Turnpikes P.O. Box 2956 Concord, NH 03302-2956	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



EVIDENCE OF PROPERTY INSURANCE

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

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

AGENCY MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549		PHONE (713) 713-6975 713-877-6975	COMPANY Zurich American Insurance Company	
FAX (713) 713-6974 713-877-6974		E-MAIL PRODUCER:		
CODE: AGENCY CUSTOMER ID #: DEBURER Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111		ESN CODE:		
		LOAN NUMBER		POLICY NUMBER PPR0137919-13
		EFFECTIVE DATE 10/01/2019	EXPIRATION DATE 10/01/2020	<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION:

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

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

REMARKS (Including Special Conditions)

Valuation: Replacement Cost

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

ADDITIONAL INTEREST

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



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 31
Date 1/22/2020



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
December 30, 2019

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

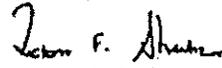
from the previous spirals, and Final System Acceptance testing by June 30, 2020. The monthly O&M cost structure up to June is based on the Original Contract FY 20 cost excluding Walk-in Center, Service and Organization Controls (SOC1) Report, and Pass Through costs. This monthly cost is then portioned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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,


Victoria F. Sheehan
Commissioner

Attachments



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

Denis Goulet
Commissioner

December 29, 2019

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

Dear Commissioner Sheehan:

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

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

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

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

Sincerely,

Denis Goulet

DG/tkv
DOT 2015-068F

cc: Charlie Burns

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

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

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

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

Date: 12/17/2019



Corporate Signature Notarized:

STATE OF _____ COUNTY OF _____

On this the _____ day of _____, 2019, before me, _____ the undersigned Officer _____ personally appeared and acknowledged her/himself to be the _____ of _____ a corporation, and that she/he, as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as _____

See Attached

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

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

Date: 1/2/20

Emily C. Young
Approved by Attorney General Office

Date: 1/9/2020

[Signature]

Date: JAN 22 2020

DEPUTY SECRETARY OF STATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

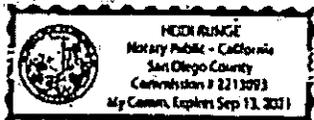
State of California

County of San Diego

On December 17, 2019 before me, Heidi Runge Notary Public
Date Here Inset Name and Title of the Officer

personally appeared Joe McDevitt
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Heidi Runge
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract Amend to

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

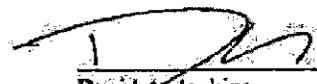
Signer is Representing: _____



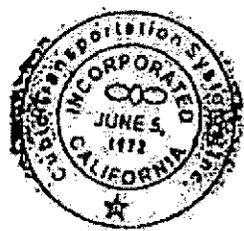
CUBIC TRANSPORTATION SYSTEMS, INC.
INCUMBENCY CERTIFICATE

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

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



David A. Jenkins
Vice President, General Counsel & Secretary



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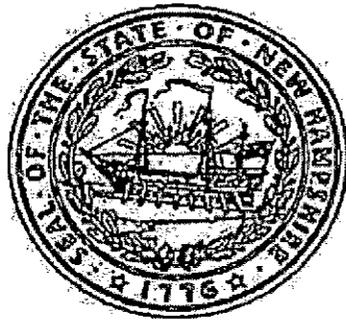
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 728346

Certificate Number: 0004629737



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2018

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

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

MCGRUFF, SEBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4548

CONTACT
PHONE: 713-877-8975 FAX: 713-877-8974
FAC. NO.:
E-MAIL:
ADDRESS:

INSURED
Clark Transportation Systems, Inc.
5650 Keesley Mesa Road
San Diego, CA 92111

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

COVERAGES

CERTIFICATE NUMBER: ZAZRGLVL

REVISION NUMBER:

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

TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE AND OCCUR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> MAIL <input type="checkbox"/> LOC OTHER: _____		201503047	10/01/2018	10/01/2020	EACH OCCURRENCE: 1,000,000 ANNUAL AGGREGATE: 1,000,000 MEDICAL EXPENSES: 1,000,000 PRODUCTS & COMPOUND ACC: 3,000,000 GENERAL AGGREGATE: 3,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> AUTO UNINSURED OTHER: _____					COMMERICAL SINGLE LIMIT: 1,000,000 MEDICAL EXPENSES: 1,000,000 PROPERTY DAMAGE: 1,000,000 BODILY INJURY: 1,000,000 UNINSURED MOTORIST: 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB DED: _____ RETENTION: _____		5004621844	10/01/2018	10/01/2020	EACH OCCURRENCE: 1,000,000 AGGREGATE: 1,000,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER, LABORER OR CONTRACTOR UNEMPLOYMENT BENEFITS (OPTIONAL) SICKNESS BENEFITS (OPTIONAL) DISABILITY BENEFITS (OPTIONAL)		WC5075907592 - AL, OR & MA WC5075907590 - CA WC5075902177 - AGS	10/01/2018	10/01/2020	X FULL SERVICE <input type="checkbox"/> OTHER ALL AGGREGATE: 1,000,000 ALL EMPLOYER: 1,000,000 ALL INDEMNITY: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Coverage RFP 2015-058.

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



EVIDENCE OF PROPERTY INSURANCE ZA2RGLVL

DATE 08/25/2019

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

AGENCY MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4548 PHONE (A/C, Ext): 713-877-8975 TAX (A/C, Ext): 713-877-8974 (A/C, Ext): CODE: _____ ZIP CODE: _____ AGENCY CUSTOMER ID #: _____ BRANDED Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111	COMPANY Zurich American Insurance Company POLICY NUMBER PPRS137919-13 EFFECTIVE DATE 10/01/2019 EXPIRATION DATE 10/01/2020 <input type="checkbox"/> FINISHED / <input type="checkbox"/> INITIATED / <input type="checkbox"/> CHECKED THIS REPLACES PRIOR EVIDENCE DATED: _____
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PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED		FIRE	TORNADO	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
	COVERAGE	PERILS / FORMS						
Property							\$1,000,000	\$25,000

REMARKS (Including Special Conditions)

Valuation: Replacement Cost

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

ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURER	IF MORE THAN ONE, INDICATE	LOSS PAYEE
State of New Hampshire Department of Transportation, Bureau of Tumpikes P.O. Box 2950 Concord, NH 03302-2950			
	AUTHORIZED REPRESENTATIVE		

JUN06'19 PM 3:49 0RS

102 sam



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Carr, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
May 24, 2019

REQUESTED ACTION

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

EXPLANATION

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

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

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (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") (VCS# 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.

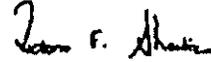
Cubic was not able to complete all the required Spirals and Design Deliverables (Documentation, Manuals, testing) as required in Contract Amendment 3 and 4. This amendment is to restructure the contract again to bring the BOS up to 100% functionality with the remaining Spirals 9-12 by December 31, 2019. 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 (SOC) 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,



Victoria F. Sheehan
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
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www.nh.gov/dot

Denis Goulet
Commissioner

May 21, 2019

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

Dear Commissioner Shochan:

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/gk
DOT 2015-068B

cc: Charlie Burns



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
December 5, 2018

REQUESTED ACTION

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

EXPLANATION

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

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

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VCA# 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") (VCA# 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") (VCA# 267136) of San Diego, California Item #5B, for the restructure of the scheduled deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators to be effective through June 30, 2019.

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

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

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

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

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

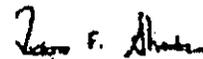
This amendment also requires all Design Deliverables (Final Acceptance testing, final documentation and manuals) except Cash Payment Network and Automation of DMV Hold with Massachusetts and Maine to be completed by June 30, 2019 and final completion by December 31, 2019.

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria P. Stoeber
Commissioner



STATE OF NEW HAMPSHIRE
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27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

Denis Goulet
Commissioner

December 3, 2018

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

Dear Commissioner Sheehan:

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

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

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

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

Sincerely,

Denis Goulet
for Denis Goulet

DG/ik/ck
DOT 2015-068D

cc: Julio Selger



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

58
Date 7-27-18



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
August 3, 2018

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

REQUESTED ACTION

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

EXPLANATION

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

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 58
Date 7-27-18



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
July 5, 2018

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

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

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

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

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

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

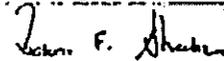
The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



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

Denis Goulet
Commissioner

July 10, 2018

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

Dear Commissioner Shoochan:

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

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

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

Sincerely,

Denis Goulet

DG/ik

DOT-2015-068C

cc: Gail Hambleton, DoIT IT Lead

MR08'18 AM 9:20 ORS

19A 10/27



Victoria F. Storch
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Orr, P.E.
Assistant Commissioner

Bureau of Turnpikes
April 20, 2018

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

REQUESTED ACTION

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

FROM: 04-096-096-961017-3631615-0000 Turnpike Fund Balance \$600,000

04-096-096-961017-78308000	Current Budget FY 2018	Requested Change	Revised Budget FY 2018
Truck Toll Collection Expenses			
020 500200 Current Expense	3,000,000	\$600,000	\$3,600,000
022 500253 Rents-Lessw Other than State	1,833	0	1,833
023 500291 Heat, Electricity, Water	20,814	0	20,814
024 500221 Index Other than High-Costs	4,667,028	0	4,667,028
025 500251 Membership Fees	75,000	0	75,000
037 500166 Technology-Hardware	1,000	0	1,000
046 500463 Reg Consultants Non-Benefits	8,487,507	0	8,487,507
080 500710 Out of State Travel	9,000	0	9,000
102 500731 Contracts for Program Svcs	13,302,017	0	13,302,017
103 500564 Contracts for Operational Svcs	7,500	0	7,500
Total	\$29,571,721	\$600,000	\$30,171,721
Source of Funds			
Revenues			
000017 Turnpike Fund	\$29,571,721	\$600,000	\$30,171,721

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

2. 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 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

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

On October 25, 2017, Governor and Council approved an amendment to the Agreement (Contract #0015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cobble Transportation Systems, Inc. ("Cobble") (VOS 267136) of San Diego, California, Item # 16, to be effective through June 30, 2018 for the restructuring of the contract for project deliverables, payment of project delivery and Operation and Maintenance costs, and Key Performance Indicators for fiscal year 2018.

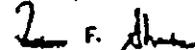
The original budget line item 04-096-096-961017-70500000-020-500200 Current Expense for payment of E-ZPass Credit Card fees was under estimated during the budget process. Based on the new merchant agreement rates and increase in E-ZPass usage, the credit card fees have increased for FY 18. Future credit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

A key deliverable to Contract Amendment #1 was for Cobble to become the Merchant of Record (MOR) removing the Department of Transportation as the Merchant of Record. This was a requirement within the Contractor's original RFP for the Back Office System and Customer Service Center. This amendment includes the Merchant Agreement between Cobble and Base Commerce to begin on May 15, 2018, or upon Governor and Council approval, whichever is the later.

The contract has been approved by the Attorney General as to form and execution. Contract funding for 2018 is available to 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 P. Shoben
Commissioner

Attachment



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

Denis Gaudet
Commissioner

March 14, 2015

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 Cable Transportation Systems, Inc. (Cable), (Vendor #2671136), as described below and referenced as DoIT No. 2015-068B.

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

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

Sincerely,

Denis Gaudet

DG/ik
DOT 2015-068B

cc: Gail Hambleton



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

GIC # 5B
Date 7-27-18



William Carr, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
July 5, 2018

REQUESTED ACTION

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

EXPLANATION

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

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

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

On October 25, 2017, Governor and Council approved an Amendment #1 to the Agreement (Contract #2015-068, State Contract #5000591) between the State of New Hampshire Department of Transportation and Cubic Transportation Systems, Inc. ("Cubic") (VCI 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. ("Cable") (VOS 267136) of San Diego, California Item # 19A, for Cable 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 Cable Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Turnpike System within the Division of Operations. This 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; involving violation processing for unpaid transactions; management of the transponder inventory and purchase and sale of transponders; integration of all functions of a customer call center; management of the operation of the E-ZPass walk-in centers; and hosting and management of the NH E-ZPass website.

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

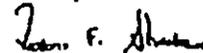
The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. Contract Amendment 1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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1916 TDD Access: 1-800-755-2544
www.nh.gov/doh

Denis Goudet
Commissioner

July 10, 2018

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

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Cubic Transportation Systems, Inc. (Cubic), (Vendor #267136), as described below and referenced as DoIT No. 2015-066C.

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 Goudet

DG/ik
DOT 2015-066C

cc: Gail Hambleton, DoIT IT Lead



Victoria P. Cheek
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Carr, P.E.
Assistant Commissioner

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

Bureau of Tolls
October 6, 2017

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Tolls 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 deliveries, payment of project delivery and operation and maintenance costs, and Key Performance Indicators of the Contract for fiscal year 2018, to be effective upon Governor and Council approval through June 30, 2018. There is no time extension or additional cost as result of this amendment. The original contract agreement was approved by Governor and Council on October 7, 2015, Item #25.

EXPLANATION

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

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

A Back Office System to support Electronic Tolling, Video Tolling and Violation Processing is necessary to continue to operate the E-ZPass system. The above referenced approved contract engages Cubic Transportation Systems Inc. to perform design, testing, installation, maintenance and operation services for the NH E-ZPass Back Office for the Tolls System within the Division of Operations. This amendment specifically addresses the implementation of the Back Office System (BOS) and Customer Service Center (CSC) and their related maintenance and operation services under RFP 2015-061.

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

In addition the contract includes operation and maintenance of the NH E-ZPass BOS, and a newly 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-to-Centers.

The initial portion of the contract was scheduled to be 14 months and involved the design, development, testing and installation of an enhanced BOS and CSC. The BOS and CSC opened for operations on March 24, 2017, at a reduced level of functionality as defined under the contract. In accordance with the terms of the contract during this period, the Department has limited the Operations and Maintenance payments to "Pass Through" costs and B-2Pass Walk-to-Center (WIC) operations' costs only. There have been no further Operation and Maintenance payments made by the Department to the vendor.

The BOS functionality has now reached approximately 60%. This contract amendment, effective upon approved 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 enhanced 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 Sprints (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 Sprint. The total O&M payment for FY 2016 will not exceed that specified in the original contract.

This amendment also restructures the Key Performance Indicators (KPIs) which are assessed monthly to ensure the Department and B-2Pass Customers are receiving the required level of service as defined within the Contract. Initial KPIs are set reflecting current functionality and, as Sprints are implemented and introduce additional functionality, additional KPIs will be implemented and assessed.

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

It is respectfully requested that this resolution be approved.

Sincerely,

Victoria F. Enochen
Commissioner
Victoria F. Enochen



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Himes Dr., Concord, NH 03301
Fax: 603-271-2366 TDD Access: 1-800-715-2964
www.nh.gov/dot

Deals Gentet
Commissioner

October 10, 2017

Victoria F. Sheehan
Commissioner
State of New Hampshire
Department of Transportation
John O. Morlan Bldg., 7 Hazen Drive
Concord, NH 03302-0443

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. (Cable), (Vendor #257136), as described below and referenced as DoIT No. 2015-058 Amendment 1.

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

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

Sincerely,

Deals Gentet

DG/ik
DOT 2015-068

cc: Cliff Hamblton



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Book 25

WILLIAM OLIER, P.E.
ASSISTANT COMMISSIONER

September 18, 2015
Bureau of Turnpikes

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

REQUESTED ACTION

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

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

\$4,500,000

04-096-096-961017-70500000	Current Budget FY 2016	Requested Change	Revised Budget FY 2016
Tpk Toll Collection			
Expenses:			
020 360200 Current Expense	\$2,500,000	\$0	\$2,500,000
022 360255 Rents-Leases Other than State	1,500	0	1,500
023 360291 Heat, Electricity, Water	18,510	0	18,510
024 360235 Maint Other than Bldg-Grnds	3,950,162	0	3,950,162
026 360251 Membership Fees	75,000	0	75,000
046 360463 Eng Consultants Non-Benefits	3,500,000	3,150,000	6,650,000
080 360710 Out of State Travel	9,000	0	9,000
102 360731 Contracts for Program Svcs	8,506,063	0	8,506,063
103 362664 Contracts for Operational Svcs	8,900	0	8,900
Total	\$18,569,135	\$3,150,000	\$21,719,135
Source of Funds			
Revenues:			
000017 Turnpike Fund	\$18,569,135	\$3,150,000	\$21,719,135

04-096-096-961017-7030000	Budget Request FY 2017	Requested Change	Revised Budget Request FY 2017
Toll Collection			
Expenses:			
020 500200 Current Expenses	\$2,600,000	\$0	\$2,600,000
022 500231 Rent-Lessnt Other than State	1,500	0	1,500
023 500291 Heat, Electricity, Water	18,510	0	18,510
024 500225 Maint Other than Bldg-Goods	2,100,000	0	2,100,000
025 500231 Membership Fees	75,000	0	75,000
046 500463 Reg Commennts Non-Benefits	1,500,000	(1,350,000)	2,850,000
080 500710 Out of State Travel	9,000	0	9,000
102 500731 Contracts for Project Svcs	7,900,000	0	7,900,000
103 502644 Contracts for Operational Svcs	9,200	0	9,200
Total	\$14,213,210	\$1,350,000	\$13,563,210
Source of Funds			
Revenues:			
000017 Turnpike Fund	\$14,213,210	\$1,350,000	\$13,563,210

The amended Turnpike Fund Balance Surplus account as of June 30, 2015 was \$76.6 million, and is projected to be \$29.7 million as of June 30, 2016. See attached.

- Authorize the Department of Transportation to enter into a contract with Cable Transportation Systems, Inc. (Vendor #257136) in the amount of \$51,889,724.83 for design, testing, installation and maintenance services for the operation of the NH E-ZPass Back Office for the Turnpike System within the Division of Operations effective upon Governor and Council approval through June 30, 2021 with an option to renew, at the sole discretion of the State, for up to three (3) additional three (3) year optional operation periods up to, but not beyond June 30, 2024, subject to Governor and Council approval. 100% Turnpike Funds.

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

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2024
04-096-096-961017-7030 Contracts 046-500463	\$5,650,000.00	\$2,850,000.00				
04-096-096-961017-7030 Credit Card Processing Services 020-800225		\$1,149,136.70	\$4,406,788.03	\$1,634,923.84	\$1,463,622.36	\$1,492,894.80
04-004-004-961017-7030 Contract Services 102-600731		\$4,817,712.52	\$7,487,841.03	\$7,511,094.86	\$7,616,184.31	\$7,309,326.49
Fiscal Year Totals	\$5,650,000.00	\$8,817,049.22	\$9,094,629.11	\$8,946,018.74	\$9,079,806.47	\$9,302,221.29

EXPLANATION

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

- Class 046** FY 2016: Increase Class 046 in Accounting Unit 7050 by \$1,150,000. This transfer will allow for payment of FY 2016 contract expenditures for the new Back Office system development, expected to begin in October, 2015. This account was budgeted in FY 2016 but the amount of the contract exceeds the budget.
- Class 046** FY 2017: Increase Class 046 in Accounting Unit 7050 by \$1,330,000. This transfer will allow for payment of FY 2017 contract expenditures for the new Back Office system development. This account was budgeted in FY 2017 but the amount of the contract exceeds the budget.

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

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

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

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

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

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

Working closely with Jacobs Engineering, the Turnpike Systems' Tolling Services consultant, to incorporate best practices in back office systems and customer service, the Bureau of Turnpike developed the RFP using a best value procurement approach with the technical proposal and cost proposal opportunities 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 O&M approval and ending June 30, 2021, with the option, at the sole discretion of the State, to extend for up to three 3-year terms up to but not beyond June 30, 2030. The Department of Information Technology reviewed and approved the RFP on December 9, 2014.

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

VENDOR NAME

- Cable Transportation Systems, Inc., San Diego, CA
- Egh Projects, Inc., Orlando, FL
- Xerox Staff & 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 Turnpike's consultant, Jacobs Engineering. On April 7th and 8th of 2015, the Selection Committee held interviews with the three vendor teams, where each team conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; demonstrated their product; and participated in an open question and answer period. Following the interviews on April 8, 2015, the Selection Committee met to discuss the Vendor Interviews and finalize the ratings of the Proposals. The Selection Committee was comprised of Bureau of Turnpike Assistant Administrator (RFP's Project Manager), Bureau of Turnpike B-EPass Program Manager, Bureau of Turnpike Business Administrator, Bureau of Finance & Contracts' Administrator III, Comptroller's Office Assistant Director of Project Development, and Department of Information Technology IT Project Manager.

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

CATEGORY	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category:	70
<i>Proposed Back Office System Design and Technical</i>	20
<i>Back Office Service and Operations Approach</i>	13
<i>Firm Qualifications, Project Team, Capabilities and References</i>	20
<i>Implementation, Transition and Delivery Approach</i>	17
PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	30
<i>Deployment/Implementation</i>	15
<i>Operations</i>	15
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

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

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

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

- o Confirmation that Cash Payment and Reload Card cost was included in the contract.
- o Re-evaluation and potential cost reduction for BOS Design, Development, & Implementation which was the highest among all vendors.
- o Re-evaluation and potential cost reduction for Operational costs associated with Post-paid accounts (Invoice/Violation license plate processing) which were highest among all vendors.
- o Consideration to increase fixed monthly cost from 350,000 accounts to 600,000 accounts while maintaining Cubic's original proposed fixed and variable costs for Pre-Paid IAG Account Maintenance.

Cubic returned their BAFO on Thursday, May 7, 2015. On Tuesday, May 19, 2015 the Department sent a follow up memo requesting a change to their BAFO's database system from Postgre SQL to Oracle and asked Cubic to make any necessary changes to their May 7, 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 \$45,499,983 to \$42,200,140. The following table outlines the revised pricing based on Cubic's BAFO and also includes the "Pass Through" costs included in all the proposals. For the RFP, Pass Through costs were not part of the Selection Committee's scoring. Pass through costs consist of Telephone fees, Cash Payment Network Fees, Credit Card fees, Postage fees, and other Communication fees.

Vendor	Tech. Score	Cost Score	Total Score	Deployment/ Implementation Price	Operations Price	Total Price for Deployment/ Implementation & Operations Cost	Pass Through Cost	Contract Total Price
Cubic	60.3	20.5	80.8	\$9,500,000 (BAFO)	\$12,700,140 (BAFO)	\$42,200,140 (BAFO)	9,689,584	\$51,889,724 (BAFO)
Egis	61.6	19.1	80.7	\$8,821,290	\$41,247,277	\$52,068,567	5,641,990	\$57,710,557
Xerox	50.4	29.7	80.1	\$4,406,071	\$34,183,839	\$38,589,910	9,754,522	\$48,344,432

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

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

- Cubic also increased the account limit for the Pre-Paid E-ZPass Account Maintenance from 150,000 to 400,000 which results in a reduction in average cost per account over the 3-year term of Operations and Maintenance of approximately 5% per account.

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

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

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

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

It is respectfully requested that this resolution be approved.

Sincerely,



William Cost, P.E.
Assistant Commissioner

Attachment: Proposed Scoring summary

cc: C. Wernick
B. Jenelle
J. Carrozza