



## RESOLUTION

APPROVING A MUNICIPAL SOFTWARE AGREEMENT WITH AVITAR ASSOCIATES  
OF NEW ENGLAND, INC.

### *CITY OF NASHUA*

*In the Year Two Thousand and Nine*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the attached contract with Avitar Associates of New England, Inc. for an Avitar Clerk / Motor Vehicle Registration Application Software System is hereby approved. Monthly software support under the agreement will continue into FY10. The funding sources for FY09 will be Account No. 622-02 "Capital Improvements – Information Technology, Electronic Motor Vehicle" and Account No. 312-74035-0-6404-6103 "Motor Vehicle Administration Fund".



# *Avitar Associates of New England, Inc.*

*Municipal Services Company*

## MUNICIPAL SOFTWARE AGREEMENT

Agreement made \_\_\_\_\_, 20\_\_ between Avitar Associates of New England, Inc. of 150 Suncook Valley Road, Town of Chichester, County of Merrimack, State of New Hampshire herein referred to as "Avitar" and the City of Nashua, a municipal corporation of the State of New Hampshire, herein referred to as "City."

For the considerations set forth herein, the parties agree as follows:

1. Avitar shall provide to the City the following equipment, material, supplies and services:

Avitar Clerk/Motor Vehicle Registration Application Software System

Such supplies, materials, equipment, and services shall be provided in accordance with the Proposal made by Avitar pursuant to the City's Request for Proposals Number RFP0636-081408, which is hereby incorporated by reference and made a part hereof, and the Pricing Details, the Statement of Work, and the List of Agreed Upon Limitations and Stipulations that were negotiated as a result of the proposal.

2. The City shall pay Avitar the price and amount set out in Section 1 of Exhibit A Pricing Detail no earlier than fifteen (15) days nor longer than forty-five (45) days after presentation of an itemized invoice from Avitar and upon approval of the verified claim according to the following schedule:

- a) Fifty percent (50%) of net contract price upon:
  - i. Delivery of the documentation and a copy of the package
  - ii. Installation and successful operation at City's site
  - iii. Appropriate licensing documentation
- b) Forty percent (40%) of net contract price within thirty (30) days of installation or upon acceptance by the City, whichever is later, of the standard system and the items that are identified in Exhibit C as "List of Agreed Upon Limitations and Stipulations" that are required to be provided at go-live.
- c) Ten percent (10%) of the net contract price within sixty (60) days of installation or upon acceptance by the City, whichever is later, of the standard system and the items that are identified in Exhibit C as "List of Agreed Upon Limitations and Stipulations" that are required to be provided at go-live.

3. The City shall pay Avitar the price and amount set out in Section 2 of Exhibit A Pricing Detail no longer than thirty (30) days after presentation of an itemized invoice from Avitar for Monthly Software Support. The billing for Software Support will begin one month following the initial go-live date. Avitar can provide quarterly invoices if that is preferred by the City.

4. The following Exhibits are incorporated into this Agreement

- a) Exhibit A – Pricing Detail
- b) Exhibit B – Statement of Work
- c) Exhibit C – List of Agreed Upon Limitations & Stipulations
- d) Exhibit D – Example Training Topics
- e) Exhibit E – Avitar’s Proposal dated August 14, 2008
- f) Exhibit F – The City’s RFP0636-081408 dated July 16, 2008
- g) Exhibit G – City of Nashua Standard Contractor Agreement

5. In the event of any inconsistency between the various documents comprising this Agreement, the order of descending precedence shall be as follows: (1) the Agreement, and then (2) the exhibits to the Agreement as listed above in descending order.

6. This agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

7. This agreement shall be binding on the assigns and successors of the parties.

8. In the event of any property damage alleged by the City to have occurred by an act or omission of Avitar, the determination of the responsibility and/or the amount of any damages shall be determined by an agreed upon third party arbitrator.

9. Under this Agreement, Avitar guarantees the City’s complete satisfaction of the software and its functionality for one year from the date of installation. In the event the City is not satisfied, Avitar will refund the full purchase price, less ten percent to cover the costs of documentation, installation, and removal.

10. This Agreement shall incorporate the terms and conditions of the City of Nashua’s Standard Independent Contractor Agreement, attached as Exhibit G.

IN WITNESS WHEREOF, the parties have executed this agreement at (designated place of execution)  
the day and year first above written.

For City of Nashua:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_

Title

For Avitar Associates of New England, Inc.:

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Signature

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Typed Name

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Title

## **EXHIBIT A. – PRICING DETAIL**

The total cost of the software, data conversion, installation, configuration, training, and support for the first twelve (12) months following the initial go-live date is \$95,000, as detailed below:

<b>Category</b>	<b>Description</b>	<b>Price</b>
Application Software	One-time purchase price. Includes ADMINS data conversion (Conversion Option I.); installation; configuration; training; maintenance and support during installation and for one month following go-live.	\$78,500.00
Optional Software Services	None proposed.	\$0.00
Hardware and System Software	None proposed.	\$0.00
Additional Software Modifications	None proposed.	\$0.00
<b><u>Section 1. Total for Application(excluding Monthly Software Support)</u></b>		<b>\$78,500.00</b>
Monthly Software Support	Monthly software support cost to begin one month following initial go-live date for 15 months. Cost can be billed quarterly based on preference of City. Price to remain valid for two calendar years following go-live. Thereafter, price increases require 60 days written notice and shall not exceed ten percent (10%) annually, unless unforeseen changes by the State of New Hampshire require significant expense to Avitar to maintain State certification.	\$1,500.00
<b><u>Section 2. Total for Monthly Software Support</u></b>		<b>\$22,500.00</b>

## **EXHIBIT B. – STATEMENT OF WORK**

The tasks to be accomplished in implementing the Avitar Clerk/MV program are listed below. To ensure the best possible results, Avitar and the City will endeavor to maintain open lines of communication. It is expected that upon request, the City will endeavor to promptly provide guidance and advice to Avitar for issues specific to this project, and vice-versa.

A. Project Management – Avitar will develop a project schedule plan with City input. Avitar will create a project schedule document to be maintained by Avitar, and distributed periodically to City project representatives as a means of review. At a minimum, weekly conference calls will be scheduled with key representatives of the City's Tax Collector's Office and Information Systems Department. It is expected that many of the tasks listed will involve direct and/or frequent collaboration between City and Avitar staff.

The list of discrete project tasks follows, in approximate chronological order:

- i. Development of overall project schedule – Avitar and the City will develop a complete project schedule to establish milestone dates and task deliverables.
- ii. Development of Data Conversion Process – Avitar and the City will identify data to be converted from the City's current ADMINS vehicle registration system. The development of the conversion process is expected to involve direct collaboration between City IT staff and Avitar staff. Data conversion is expected to begin early in the project implementation phase, in order to have test databases available for quality review, training, and testing. The data conversion process is expected to be able to run on demand at the City during the period prior to go-live for continued testing and review purposes.
- iii. Installation of Necessary DMV Networking Infrastructure and SQL Server – The installation and configuration of such items as the Verizon dedicated line, router, firewall, etc. and SQL Server 2005 will be coordinated by City IT staff.
- iv. Lock Box Configuration with City's Banking Institution – Avitar will work with the City and the City's lock box processing service to design renewal notices and provide file layouts to support the lock box processing features. (The City is responsible for obtaining any necessary formal approval from the DMV to accept one-check payments if the City wishes to accept one-check.)
- v. Preliminary Installation of System Database and Software – Avitar and City IT staff will create a test database on the City's server, install the client application on a typical workstation, verify that the system is operational, and diagnose and fix any system or network issues.

B. Testing – Avitar will develop a written acceptance testing protocol & document that at minimum identifies the object to be tested, the test procedure, the expected results, the actual results, notes, remediation steps necessary, and testing participant signoff (see sample below). All acceptance testing shall be conducted in the presence of the City’s project team staff, and documented fully in the acceptance testing document. Acceptance shall not be considered complete until all acceptance tests are complete and successful without further remediation.

<u>Test (component or scenario)</u>	<u>Resources &amp; test methods</u>	<u>Expected Results</u>	<u>Actual Results</u>	<u>Results (tested successful or tested with errors)</u>	<u>Comments or Remediation necessary</u>	<u>Sign-Off (date &amp; name)</u>

- vi. Testing of System against MAAP Certification Environment – Avitar and City IT staff will test that the infrastructure installed to connect to the MAAP system is operational and transactions can be processed quickly.
- vii. Testing of System Hardware Configuration – Avitar and City IT staff will configure a typical workstation with the necessary peripherals such as printers, cash drawers, drivers, etc. and test same to verify that any issues are identified and resolved prior to the go-live date.
- viii. Testing/Acceptance of Data Conversion – Avitar and City staff will operate Avitar Clerk/MV and ADMINS side by side with equivalent copies of the converted data to verify that converted data within the Avitar database is compatible.
- ix. User Training – Avitar will be responsible for working with the City to develop a specific training plan, including course topics, dates, and all necessary pre-training requirements. This plan is to be finalized at least two weeks prior to the intended training dates.
- x. System Installation – At least one week prior to the go-live date, Avitar will work with City IT staff to install the application on each workstation and test each system against a test database to verify that each workstation is ready for actual deployment.
- xi. Live Conversion of Data – Avitar will obtain a copy of the ADMINS data as close as is feasible to the actual go-live date and rerun the conversion process previously developed.
- xii. System Go-Live – Avitar and City staff will be available the morning of the actual system go-live date to assist with any necessary network or hardware issues that may develop. At least two Avitar support representatives will be on-site to assist users throughout the day.
- xiii. Continuing Support – During the initial week after the system go-live date, an Avitar support representative will be on-site to assist users with functions, as needed, as City users become accustomed to utilizing the system on a daily basis.
- xiv. Lock Box Implementation – After the initial set of renewal notices have been mailed, Avitar will be on-site to assist users with processing lock box transactions.
- xv. Project Acceptance – Following the formal Acceptance Testing and an initial month of system usage, Avitar will meet with City staff to review system performance. At this point, the City will either accept the system or review with Avitar any remediation steps necessary in order to do so.

## C. Training

- i. DMV Municipal Agent Training for Users of Vendor Systems – The City will be responsible for completing all State-mandated training prior to receiving the system-specific training for the Avitar system.
- ii. Avitar-Specific Training and Support – Avitar will work with the City to develop a training schedule, and then provide that training on its software at a time after the City’s required DMV training mentioned above. The Avitar training is divided into two phases: a) classroom training prior to the deployment; and b) continuing on-site training and support once the system is deployed.
  - a. Classroom Training Prior to Installation – The first phase of the Avitar training will occur prior to the actual deployment of the system within the City. This training will cover the topics outlined below.

1. Structure of Classroom Training – Each user will be trained in the knowledge necessary to fully utilize the system appropriate to their role (end user, supervisor, administrator), process every aspect of a motor vehicle transaction, and complete an end of day financial closeout by the conclusion of the classroom training. The classroom training will be scheduled no more than two weeks before the anticipated go-live date.

Classroom training will be held over a period of two days, with an optional third day to be added if users are not yet comfortable with the system. Experience indicates that the ability of most trainees to absorb and retain information drops significantly after three to four hours so Avitar intends to train half of the City’s staff of users in the morning and the other half in the afternoon of each day. Morning classes will be held from 8:00 am to 12:00 pm, and afternoon classes will be held from 1:00 pm to 5:00 pm.

2. Location of and Requirements for Classroom Training – Training will take place on City equipment at a City facility capable of accommodating approximately six users for the duration of the training. The training facility will need to have either access to the State’s dedicated line or access to the Internet over which users can connect to the MAAP certification environment utilizing the State’s virtual private network (VPN).
3. Documentation and Training Materials – Avitar will provide an up-to-date copy of software documentation and other training materials prior to the onset of its classroom training.
4. Topics To Be Covered In Classroom Training – All training will start with a demonstration of the processes to be covered. Periodically during each session and again at the end, users will be presented with examples of typical transactions to process within the test environment to reinforce the skills they have learned.

Exhibit D provides a sample, not necessarily exhaustive, of the topics that will be included in Avitar training.

- b. On-site Classroom Training and Support Following Installation – The second phase of the Avitar training and support will take place once the system has been deployed. Avitar staff will be on hand to ensure that counter clerks are able to perform all of their necessary motor vehicle functions using the new system. This on-site support typically lasts up to two days,

depending on the needs of the clerks and their general comfort level with the system. It is Avitar's expectation due to the number of users that additional days or portions of additional days may be required. Avitar will continue to be available on-site until such time as the City's supervisors feel the staff is able to perform on its own.

D. Support – This section addresses support tasks for the period from project inception through the first month following go-live.

i. Prior to Go-Live:

- a. Project Representatives – Avitar will designate one person to serve as its project manager to develop and lead the product implementation plan. Avitar will also designate at least one other person to provide technical analysis, advice, and guidance. These people will be the primary points of contact for the City during the period prior to go-live. These people will be responsible for carrying out the project tasks and for meeting regularly with City representatives on project-related matters. In addition to providing a primary point of contact, project responsibilities for Avitar's Project Manager shall include development of a project plan (gantt chart), coordinating & leading planning meetings, documenting tasks & task completion, maintaining an issues list, preparing and maintaining acceptance test documents, preparation and submission of all final project documents including training materials, etc.
- b. Additional Collaboration – It is expected that upon request, Avitar will endeavor to promptly provide guidance and advice to the City for issues specific to this project, and vice-versa.

ii. After Go-Live:

- a. On-Site Support – During the initial week after the system go-live date, an Avitar support representative will be on-site to assist users with functions, as needed, as City users become accustomed to utilizing the system on a daily basis. Avitar will continue to be available on-site until such time as the City's supervisors feel the staff is able to perform on its own.
- b. Telephone Support – Avitar's normal hours for telephone software support are from 8:00 am to 5:00 pm Monday through Friday. Avitar will provide the City with a telephone support number to be used on the two Thursdays each month when the City is open late to customers.
- c. Remote Support – Avitar utilizes a thin remote help desk application (Remote HelpDesk by GID Software) that allows Avitar to connect to clients' computers via the Internet to assist with support issues as needed. The thin client (approximately 425 KB) can be emailed to customers or downloaded from Avitar's web-site and requires no installation or third-party configuration. The client utilizes reverse connection and encryption and the support session is initialized and terminated by the user – Avitar maintains no ability to connect to the client's computer unless the support session is initialized by the user. Following the session, the user can delete the client with no lingering DLLs, associated files, or changes to the user's registry or windows settings.
- d. Support Management – For the life of this Agreement and any subsequent maintenance/support renewal periods, Avitar shall utilize the City's IssueTrak incident management system as a web-based Support issue/request tracking system for reviewing support incidents, collaborating on the incidents, and an on-line request submission tool.

- e. Service Level Agreement – Avitar will maintain the following service level agreements for any Support requests subsequent to go-live. Support requests shall be identified as Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3) and triaged and addressed as follows.
  - o Priority 1 (Critical issues which directly impact the City’s ability to process motor vehicle transactions, and for which there is no prior identified work around) – response within 1 hour of submission. Priority 1 issues will be addressed immediately and remedied to the City’s satisfaction no later than 24 hours after response.
  - o Priority 2 (Malfunctions or failures of the system that do not impact critical components or functions, or urgent issues or questions on system functionality that are not associated with a current failure or malfunction) – response within 4 business hours.
  - o Priority 3 (Cosmetic issues, non-urgent questions, or any other identified issues which are not categorized as P1 or P2) - response within one business day.
- f. DMV Versus Software Support – For both telephone and on-line support, the City will endeavor to route all requests for Avitar support through City Tax Office supervisors and/or City Information Technology staff, and will also endeavor to route requests known to be DMV-related directly to the DMV help desk.
- g. Software Updates – Avitar provides periodic updates to the system software approximately three to four times per year as new features or updates are added. All updates are deployed using Installshield and must be installed on each client workstation by simply running the update (e.g. setup.exe or similarly named file). Each software update is tested thoroughly by Avitar prior to distribution, but it is expected that the City may wish to deploy updates first in its own test environment prior to installing it in the City’s production environment.

#### E. Data Conversion

- i. Data To Be Converted – Avitar and the City will collaborate to identify data to be converted from ADMINS and to develop the conversion process.
- ii. Schedule of Data Conversion – Data conversion development is expected to begin early in the project implementation phase, in order to have test databases available for quality review, training and modifications testing.
- iii. Data Conversion Process – The conversion process necessary for the installation of Avitar Clerk/MV will involve merging the State DMV data extract for Nashua with existing ADMINS data. Avitar will work with the City prior to the installation to identify the necessary data attributes and develop the procedures, views or other tools that may be needed to complete the conversion. These procedures will be repeatable such that the conversion can then be rerun at any point in time in the future.
- iv. Parallel Testing – Avitar will work with a copy of the City’s current data at that time to develop, in effect, a mirror of the City’s data in the Avitar format over that equivalent period of time. Testing will include operating both the Avitar and ADMINS systems in parallel in a testing environment.

- v. City Data Testing – The City expects to have access to its converted data once the conversion development process is testable. The City will conduct its own data reviews against that data for quality and analytical purposes, and will provide Avitar with feedback as to its results.
- vi. Reconversion of Data – Following completion and acceptance by the City of the results of the preliminary data conversion, Avitar will reconvert the entire database immediately prior to going live with MAAP. Avitar does not anticipate that the City’s use of ADMINS will be interrupted for any significant period of time, depending upon the expected go-live date and the length of time it takes to execute all of the scripted conversion tasks.

F. City Project Responsibilities – The City will be responsible for obtaining or implementing the items listed below relating to specific tasks concerning this project.

- i. Project Representatives – The City will designate at least one person from the Tax Collector’s Office and at least one person from the Information Systems Department to serve as the primary points of contact for the City during the pre-go-live period. These people will be responsible for ensuring that City responsibilities are carried out and for meeting regularly with Avitar representatives on project-related matters.
- ii. One-Check Approval and Laser Printers – The City either has already obtained or will obtain the necessary approval from DMV to begin accepting one-check payments. The City will work directly with State of NH DMV/OIT to obtain the necessary laser printers for the new registration forms.
- iii. City Workstations, Server, and Network Connectivity Requirements – The City will maintain its own network of workstations and servers. City computers and related equipment will be configured and networked by the City or its network administrator prior to the installation of the Avitar software.
- iv. SQL Server 2005 Licensing and Server Deployment – The City will be responsible for all requisite licenses and software set up for SQL Server 2005.
- v. DMV/OIT Requirements – The City will work with the State of NH DMV/OIT to install and test the requisite MAAP connectivity prior to the installation of the Avitar system, including meeting State requirements for networking and security. The City will be responsible for ensuring that City resources and data management practices are in compliance with State DMV confidentiality and privacy requirements.
- vi. DMV Municipal Agent Training for Users of Vendor Systems – The City will be responsible for arranging and completing all State DMV-mandated training prior to receiving the system-specific training for the Avitar system.
- vii. City IT Requirements – City IT staff are familiar with the necessary aspects for maintaining and administering SQL Server databases, and will provide support for the hardware and peripherals associated with motor vehicle system. Additionally, City IT personnel will assist with the configuration of the test environment to be maintained on the City’s systems and installation of periodic software updates.
- viii. Testing – The City will assist with all on-site testing as delineated in the project plan and with any other unforeseen testing tasks that may arise during project execution.

ix. Other – The City will also be responsible for tasks identified elsewhere in this document as being City responsibilities or requiring City involvement.

## **EXHIBIT C. – LIST OF AGREED UPON LIMITATIONS & STIPULATIONS**

The following limitations and stipulations to the Agreement were made by Avitar and the City during the negotiations following the original Proposal.

- i. Go-Live Date – The system go-live date will not be scheduled before 02/16/2009. However, all other items of the project implementation will begin soon after the Agreement is signed.
- ii. Performance Bond & Source Code Escrow – The City will not require a performance bond or escrow of source code for the Avitar application.
- iii. Data Conversion Option To Be Utilized – ADMINS data conversion will be done as described in Data Conversion Option I of Avitar's original proposal.
- iv. City Technical Support Resources – Nashua will designate Mike Roy (or someone similar) with a technical background and thorough knowledge of the motor vehicle registration process to participate in training and be available as a “first responder” for Nashua support questions.
- v. Existing Software Modifications To Be Included – The following software modifications that have either been developed since the submission of Avitar's proposal or can quickly be developed will be included in the above application price and will be available at go-live:
  - Post-It Functionality – Functionality suitable to address questions R230 and R1660-h of the City's RFP0636-081408 as defined in Avitar's Proposal will be included in the application.
  - Custom Correspondences – Functionality suitable to generate custom correspondences (including the ability to associate correspondence with the record to which it was sent) as defined in Avitar's Proposal will be included in the application.
  - Pole Display Functionality – Avitar will provide basic pole display functionality (i.e. amount due and change due) in the application, provided that the USB virtual COM port driver for the Logic Controls LD9900UP-GY pole display is supported for the Dell Optiplex 755 Desktop.
  - Enlarged VIN Zoom Window – Functionality enabling users to enter the 17 character VIN in an enlarged text box will be included in the application.
  - Questionable Values Report – The Questionable Values Report allowing users to identify records with suspect list prices and months/millages will be included in the application.
  - Parking Ticket System Interface – Functionality providing for interface with the City's TickeTrak Parking Ticket system (including the addition of a message on renewal notice indicating outstanding tickets) will be included in the application.
  - Default Decal and Decal Color – Functionality to color code the decal text boxes, as well as functionality to assign ranges of decals to specific users and have the system default to user's next available decal will be included in the application.
  - Fee Settlement Change Due – Functionality to calculate the appropriate change due for cash transactions will be included in the application.
  - Lock Box Export File – Functionality to export the lock box renewal notice information to a file suitable for population of a City on-line payment option system will be included in the application.
  - Title Cloning – Functionality to simplify process of titling a series of similar vehicles (e.g. fleets) by allowing the user to clone a previous title will be included in the application.
  - Invalidation of Reprinted Documents – Functionality to prompt the user to place previous document in printer to be invalidated when reprinting a previous document will be

included in the application.

vi. Software Modifications Not To Be Included – The following modifications are not included as part of the Agreement. Prices and specifications for these items can be negotiated separately once the application has been deployed:

- Address Verification – The feasibility and cost of providing address verification capability will be discussed once Avitar has had the opportunity to further evaluate the API available to the City.
- Application Interface for Third Party Credit Card Processing – Avitar expects to be incorporating this type of functionality into the application in the near future once our disparate users have coalesced on a common provider or process. However, Avitar is not ready to commit to a specific provider, methodology, or cost at this time.

vii. Software Modifications Which Cannot Be Provided – The following modifications cannot be provided:

- Customized Validation Information – (RFP0636-081408 items R640-b and R640-c) The current validation information is extremely limited by space and the attributes required by MAAP certification. The information provided currently has been suitable for all other communities.

vii. Other Miscellaneous Items:

- Additional Parking Ticket Information – The City indicated the need to add information about additional outstanding parking tickets that are not maintained in TickeTrak but come from other communities with which the City has reciprocal agreements. Avitar has provided the definition for the systems internal (i.e. not TickeTrak) parking ticket table separately. If the City can populate this table with information from other communities, it will be available as another source with which to deny registrations. At a minimum, the City will need to provide Plate/Plate Type or OwnerID data attributes in order to get a positive match.

## **EXHIBIT D. – EXAMPLE TRAINING TOPICS**

The first day of training, intended for all system users, should include the following topics:

- Logging in to the system using MAAP and local passwords
- Navigating throughout the system: toolbars, menus, dialog boxes, the shopping cart, fee settlement, etc.
- Managing decal, plate, permit, and CTA inventories
- Searching for records in MAAP vs. the local database
- Registration and title searches
- Using Owner Maintenance, Registration View/Maintenance, and Title View/Maintenance to update information
- Processing basic renewal registrations
- Printing and reprinting registration documents
- Processing other types of renewals such as city-only, state-only, surviving spouse, owner swaps, etc.
- Handling renewals with primary driver, trust driver, and corporate issues
- Processing basic new registrations for AP, PS, and EX
- Processing other types of new registrations for antique vehicles with title applications, expired renewals (one year and one day), title application on file, surviving spouse, hardships, late renewals

The second day of training, intended for all system users, should include the following topics:

- Processing transfer registrations for owner to owner (AP, PS, EX), surviving spouse, and leases
- Processing title only transactions
- Using dummy CTAs
- Issuing certified copies, plate replacements, and decal replacements
- Performing deposits and MAAP financial close outs
- Generating end of day reports
- Issuing price quotes
- Using cart maintenance
- Issuing and applying credits

Advanced Classroom Training Topics – This training is intended for supervisory and IT support staff that are typically tasked with system functions that are performed less frequently. Avitar will provide an additional classroom session for these users designed to include the following topics:

- Importing the monthly state data and generating renewal notices
- Processing lock box batches
- Processing returned checks and administrative complaints
- Configuring additional system settings

**EXHIBIT E. – AVITAR'S PROPOSAL DATED AUGUST 14, 2008**

**(Copy Attached on Following Pages)**

**EXHIBIT F. – THE CITY'S RFP0636-081408 DATED JULY 16, 2008**

**(Copy Attached on Following Pages)**

**EXHIBIT G. – City of Nashua Standard Independent Contractor Agreement**

**(Copy Attached on Following Pages)**

**City of Nashua**  
**STANDARD INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made this \_\_\_\_ day of MONTH 2009 by and between the City of Nashua (hereinafter "City") whose address is 229 Main Street, Nashua, New Hampshire 03061 and AVITAR Associates of New England Inc. (hereinafter "Contractor") whose address is 150 Suncook Valley Road, Chichester, New Hampshire.

**SERVICES TO BE PERFORMED**

The Contractor agrees to perform services for the City as stated in the attached Statement of Work section of the "Municipal Software Agreement" from Contractor. After execution of the Contract, changes in the scope of work may be accomplished by written change orders. The City will have the authority to request minor changes in the scope not involving changes in the contract sum or contract time period and not inconsistent with the intent of the project proposal. Change orders that involve changes in the contract sum or contract time period shall require written consent of both parties.

**PLACE OF PERFORMANCE**

The work described above shall be performed at a place mutually agreed upon by the City and Contractor at the time of performance.

**TIME PERIOD**

The Contractor agrees to commence work immediately and complete all functions required in a timely, professional and competent manner. This contract will expire upon non-renewal of annual maintenance & support services, unless either party shall terminate for cause or convenience as provided for elsewhere in these contractual documents.

**TERMINATION**

The City can terminate this agreement at any time and pay the Contractor for all services performed up to that date. The City is entitled to all notes, drafts, and documents produced by the Contractor up to that date.

**PAYMENT FOR SERVICES**

Contract amount for all product, services, and professional fees (including travel and expenses shall not exceed \$95,000, excluding any subsequent maintenance & support renewal costs.

## **SUPERVISION**

The City shall not supervise or directly control the work of the Contractor. The City does reserve the right to inspect the work being performed and to determine whether it is being performed in a good and “workmanlike” manner. The Contractor shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and the City shall not interfere in this regard, except when necessary to carry out the efficient and effective work of the City.

## **INVOICES**

The Contractor agrees to provide the City with written invoices for all work performed at completion of the project, and invoices shall summarize activities and deliverables completed as described in the scope of work. Travel, expenses, or additional hours required for unforeseen circumstances beyond Contractor’s control would be billed on a time and materials basis and would require prior written authorization from the City’s Project Manager. Invoicing for all such fees and expenses shall identify the date of the expense and shall identify the nature of the expense using the same description as provided when written authorization is requested and granted.

## **SUBCONTRACTORS OR ASSISTANTS**

The Contractor may, at his/her discretion and at his/her own expense, employ such assistants or subcontractors as may be necessary for the performance of work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers’ compensation insurance required by law for assistants or subcontractors. Said assistants or subcontractors will not be paid or supervised by the City.

## **INSURANCE**

The Contractor shall maintain for the duration of the contract all required coverage. Coverage shall be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificate(s) of Insurance with the City of Nashua during the life of the Contract.

The Contractor shall provide a Certificate of Insurance with evidence of the following coverage to the City of Nashua ten (10) days prior to commencing work under the contract document.

Comprehensive General Liability - \$1,000,000 per occurrence/ \$2,000,000 Aggregate – City of Nashua must be named as an additional insured.

Motor Vehicle Liability - \$1,000,000 combined single limit. City of Nashua must be named as an additional insured. Coverage must include all owned, non-owned and hired vehicles

Workers’ Compensation as required by Statute/Employer’s Liability of \$100,000/ \$500,000/ \$100,000.

Any Subcontractor used is the agent of the Contractor and not the City of Nashua. Subcontractors are subject to the same insurance requirements as the Contractor.

**CONFIDENTIALITY**

The Contractor acknowledges that, while performing services under this Agreement, he or she will have access to information which is confidential, and the Contractor will keep this information confidential and will not disclose it to any other person. This obligation of confidentiality is continuous in nature and does not expire.

**INDEPENDENT CONTRACTOR**

The Contractor agrees that he/she is completely independent from the City and is not an employee of the City. The Contractor warrants that he/she may work for other individuals and/or entities.

**CHOICE OF LAW AND VENUE**

The laws of the State of New Hampshire shall govern this AGREEMENT exclusively and any litigation related to this AGREEMENT shall be brought to a court located in the State of New Hampshire

City of Nashua

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
For the City

**LEGISLATIVE YEAR 2009**

**RESOLUTION:** R-09-152

**PURPOSE:** Approving a municipal software agreement with Avitar Associates of New England, Inc.

**SPONSOR(S):** Mayor Donnalee Lozeau

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** Contract for necessary software and support.

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**ANALYSIS**

This resolution would approve a municipal software agreement with Avitar Associates of New England, Inc. for an Avitar Clerk / Motor Vehicle Registration Application Software System.

NRO § 5-74, B states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

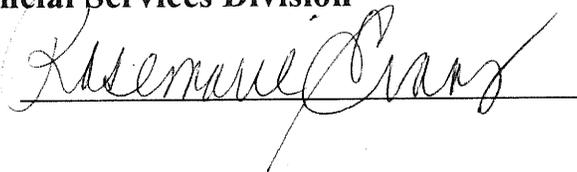
The agreement provides for monthly software support services that will continue into FY10, for which funds have not yet been appropriated. The funding sources for FY09 has been included in the resolution.

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**Approved as to account  
structure, numbers and  
amount:**

**Financial Services Division**

**By:**



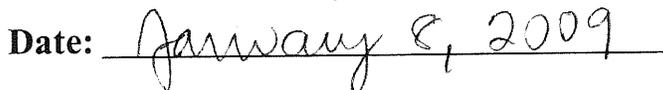
**Approved as to form:**

**Office of Corporation Counsel**

**By:**



**Date:**



**RESOLUTION**

R-09-152

**Approving a municipal software agreement with Avitar**

**Associates of New England, Inc.**

**IN THE BOARD OF ALDERMEN**

1<sup>ST</sup> READING JANUARY 14, 2009

Referred to:

PLANNING & ECONOMIC DEVELOPMENT COMMITTEE

2<sup>nd</sup> Reading FEBRUARY 10, 2009

3<sup>rd</sup> Reading \_\_\_\_\_

4<sup>th</sup> Reading \_\_\_\_\_

Other Action \_\_\_\_\_

Passed FEBRUARY 10, 2009

Indefinitely Postponed \_\_\_\_\_

Defeated \_\_\_\_\_

Attest: [Signature] City Clerk

[Signature] President

Approved: [Signature] Mayor's Signature

2/12/09  
Date

Endorsed by

[Signature]

Favor

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Vetoed: \_\_\_\_\_

Veto Sustained: \_\_\_\_\_

Veto Overridden: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

President