

CITY OF CHELSEA
BILL TO:

ADDITIONAL COPY

M. Andy

15-091

8-5-14

PURCHASE ORDER # 00000061-00 FY 2015
Page Number: 1

COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE

Tax Exempt Number: 04-6001384

Computer

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00

ACCT NO

THE CITY WILL NOT BE LIABLE FOR GOODS OR SERVICES FURNISHED WITHOUT A SIGNED PURCHASE ORDER.

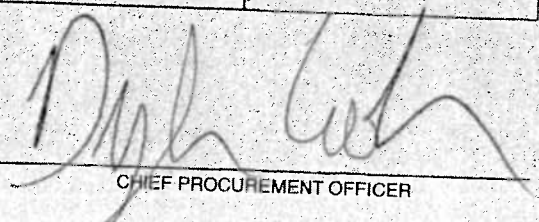
VENDOR
X2 DEVELOPMENT CORP.
350 LINCOLN STREET
SUITE 1103
HINGHAM, MA 02043-1585

SHIP TO
COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE
CHELSEA, MA 02150

TERMS/CONDITIONS: Tel 781-740-2677 x. 230 Requisition 00024307 Delivery Reference M. ANDREOTTOLA

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
07/07/14	017157	08/30/15	2515-24	COMPUTER DEPARTMENT	
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	ASPEN HOSTED NIGHTLY BACKUP 02192324-524500	Each	1.00	2000.00000	2,000.00
002	ASPEN ONLINE PROFESSIONAL LEARNING PER CONNECTION RENEWAL 02192324-524500	Each	1.00	1200.00000	1,200.00
003	ASPEN STUDENT INFORMATION RENEWAL 02192324-524500	Each	1.00	48944.24000	48,944.24
004	FOLLETT HOSTING RENEWAL CONTRACT NO. 2014-69 02192324-524500	Each	1.00	12236.00000	12,236.00
				FD Total	64,380.24

CONTRACT TERMS & CONDITIONS ON BACK
City Solicitor _____
City Manager _____

Approved by: 
CHIEF PROCUREMENT OFFICER

**CITY OF CHELSEA
CONTRACT FOR SERVICES
over \$10,000**

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and

**X2 Development Corp.
75 Sgt. Wm B Terry Drive, Suite 2204
Hingham, MA 02043
(hereinafter the CONTRACTOR)**

For mutual consideration the Parties hereby agree as follows:

ARTICLE I. DEFINITION.

This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Certificate of Non-Collusion, Tax Compliance Certification, Statement of Corporate Authority
- Attachment D: Summaries of Laws Regarding State Ethics - Acknowledgment of Receipt
- Addenda through # 0

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed \$ Sixty-Four Thousand, Three Hundred Eighty Dollars and Twenty-Four Cents (\$64,380.24), and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about July 1, 2014 (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than June 30, 2015, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for "Software Fees and Renewal" and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.
3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A, Attachment A shall supersede these Articles.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a wavier by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.
- b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.
- c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or

overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be forwarded to:

FOR THE CITY
Jay Ash, City Manager
500 Broadway
City Hall
Chelsea, MA 02150

With a Copy to:
Cheryl Watson Fisher
City Solicitor
Law Department, Room 307
500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:
X2 Development Corp.
350 Lincoln St., Suite 1103
Hingham, MA 02043-1585

With a copy to:
General Counsel
Follett Corporation
2211 West Street
River Grove, IL 60171

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II – AMOUNT AND TERM; ARTICLE III – PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII – ASSIGNABILITY; ARTICLE VIII – INDEMNIFICATION; ARTICLE IX- WORKER’S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII – DOCUMENTS, MATERIALS, ETC; ARTICLE XIII – AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI – PAYMENT; ARTICLE XVIII – WAIVER AND AMENDMENT; ARTICLE XIX – CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI – TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX – SURVIVAL; and ARTICLE XXXI – SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CONTRACTOR

CITY MANAGER

X2 Development Corp.

Jay Ash
Jay Ash

Status (Corporation/Non-corporate)

Robert B. Ferris, Controller
Signature & Title

Robert B. Ferris, Controller
Please Print Name & Title

Dylan Cook
Dylan Cook
Chief Procurement Officer

7/21/2014
Date

14-1853680
Taxpayer Identification Number

Cheryl Watson Fisher
APPROVED AS TO FORM
Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

I CERTIFY THAT FUNDS HAVE BEEN
ENCUMBERED IN THE AMOUNT OF \$64,380.24
FOR THIS CONTRACT
Appropriation Number:
02192324-524500

Mary M. Bourque, Asst. Superintendent
Mary M. Bourque
Superintendent of Schools
City of Chelsea

Edward M. Dunn 8/4/14
Edward M. Dunn
City Auditor

ATTACHMENT A

SCOPE OF SERVICES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

Reference the attached Invoice (#15897)

Original Invoice

X2 Development Corp
a Follett School Solutions Company



Page	1
Invoice#	15897
Invoice Date	MAY 01, 2014
Sales Order#	5000338
Customer#	2022041
Customer	CHELSEA SCH DIST

Bill To:
ATTN: ACCOUNTS PAYABLE
CHELSEA SCH DIST
500 BROADWAY # 200
CHELSEA MA 02150-2948

Ship To:
CHELSEA SCH DIST
500 BROADWAY # 200
CHELSEA MA 02150-2948

Purchase Order Aspen Renewal	Sales Representative	Follett Contact	Shipping Date
Due Date JUN 30, 2014	Terms Net 60-SH	Tax ID# 14-1853680	Shipping Information

Summary	
Send Payment To X2 DEVELOPMENT CORPORATION 62084 COLLECTION CENTER DR CHICAGO, IL 60693-0620	Billed & Payable in USD
	Sub Total \$64,380.24
	Tax \$3,823.76
	Invoice Total \$68,204.00
	Payments & Credits \$0.00
	Outstanding Balance \$68,204.00
Billed & Payable in USD	Amount Due as of MAY 06, 2014 \$68,204.00

Details					
Item Number / Description	Quantity	Unit Price	Ext Price	Tax	
95623P CHELSEA SCH DIST ASPEN HOSTED NIGHTLY BACKUP RETRIEVAL: JUL 01, 2014 - JUN 30, 2015	1	2,000.00	\$2,000.00	\$0.00	
95722P CHELSEA SCH DIST ASPEN ONLINE PROF LEARNING PER CONNECTION: JUL 01, 2014 - JUN 30, 2015	1	1,200.00	\$1,200.00	\$0.00	
95201P CHELSEA SCH DIST **Pupil Cnt 6118** ASPEN STUDENT INFORMATION: JUL 01, 2014 - JUN 30, 2015	1	48,944.24	\$48,944.24	\$3,059.01	
95550P CHELSEA SCH DIST **Pupil Cnt 6118** FOLLETT HOSTING: JUL 01, 2014 - JUN 30, 2015	1	12,236.00	\$12,236.00	\$764.75	

End of Invoice

If you have any questions about this invoice, please contact
our Customer Service Department at 800-323-3397 (US/CAN) or 815-344-8700 (Outside US/CAN)

ATTACHMENT B

ADDITIONAL CONTRACT TERMS AND CONDITIONS

INSTRUCTIONS FOR DEPARTMENTS: Please specify any additions or modifications to the terms and conditions (not to conflict with the public procurement laws or City ordinances or regulations)

ARTICLE IV. TERMINATION

Add the following paragraph at the end of iii).

Notwithstanding the above, the defaulting party shall have ten (10) business days following receipt of a default notice, in which to cure such default.

ARTICLE VII. ASSIGNABILITY.

Replace existing section with the following.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. Notwithstanding the above, CONTRACTOR (without consent) may assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock of assets, merger consolidation or otherwise). In the event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

Replace existing section with the following.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments ~~of every nature and description~~ resulting from any injury, death or damage to property brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Replace existing section with the following.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

~~Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.~~

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for provided by the CITY shall vest in the CITY at the termination of this CONTRACT. CONTRACTOR retains all right, title and interest in and to the services, Software and documentation provided pursuant to this Agreement. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT. Replace existing section with the following.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor employed on a public works construction project is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges resulting from this Agreement or the payments due hereunder prior to disbursement to the CONTRACTOR.

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

CERTIFICATE OF NON-COLLUSION
MANDATORY

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: 7/21/2014

X2 Development Corporation
Name of Company or Corporation

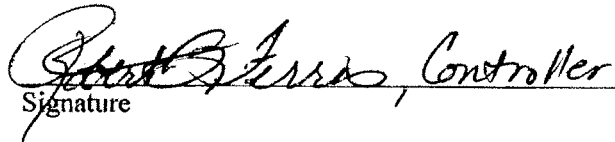
Robert J. Ferris, Controller
Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.


Signature

14-1853680
Social Security or Federal ID No.

7/21/2014
Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
MEETING OF THE BOARD OF DIRECTORS OF
X2 DEVELOPMENT CORPORATION**

The undersigned, being all of the members of the Board of Directors of X2 DEVELOPMENT CORPORATION, a Delaware corporation ("Corporation"), pursuant to Section 141(f) of the Delaware General Corporation Law, as amended, 8 Del. Code Ann. §141(f), hereby consent to the adoption of the following resolution in lieu of a meeting of the Board of Directors:

RESOLVED, that the following individuals are hereby elected as officers of the Corporation, to serve in their respective offices set forth beside their names until their respective successors have been qualified and elected:

President	T.J. Schenck
Vice President	S. Rollinson
Treasurer	T.R. Henrichs
Assistant Treasurer	P.J. Rivers
Secretary	S.M. Sproat
Authorized Signer	K. Gacek
	B. Ferris

Dated as of:

April 1, 2014

T.J. Schenck

T.J. Schenck

M.L. Schneider

M.L. Schneider

T. Litzinger

T. Litzinger

T.R. Henrichs

T.R. Henrichs

S.M. Sproat

S.M. Sproat

ATTACHMENT D

City of Chelsea Conflict of Interest Law Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to Mass. General Laws c. 268A and c. 268B, the Massachusetts' Conflict of Interest Law. On November 9, 2009, the Chelsea City Council designated the Chelsea City Solicitor as the Municipal Liaison to the State Ethics Commission and responsible for the facilitation of Chelsea's obligation to comply with the changes in the law.

The City has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees **including vendors** are provided copies of the Summaries of the Ethics Laws.

Enclosed is a packet that should be copied and provide to each one of your employees who are assigned to work in Chelsea; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. The acknowledgments must be submitted along with any purchase order or contract with the City of Chelsea. All documents pursuant to this new law will be kept on file in the City Clerk's Office

The Procurement Officer will contact you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Chelsea City Solicitor at 617-466-4150 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action

or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation : A town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation : A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation : An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee

discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation : A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example : A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the

employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation : A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example .: While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example : A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

* * * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, <http://www.mass.gov/ethics>, contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 5: Revised December 23, 2011

City of Chelsea
Conflict of Interest Law
Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, Robert B. Ferris
(first and last name).

an employee at X2 Development Corporation,
(name of vendor).

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011, on

7/21/2014.
(date)

Robert B. Ferris, Controller
(signature)

The City has a requirement for compliance, which is to make sure that all vendors are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (Vendor keeping the Summary for their records) to the Chelsea the Chelsea Procurement Office.

The "Acknowledgment of Receipt" must be submitted along with any purchase order or contract with the City of Chelsea



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/21/2014

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122		FAX (A.C. No.): 800-363-0105
	E-MAIL ADDRESS:		
INSURED Follett Corporation 3 Westbrook Corporate Center Suite 200 Westchester IL 60154 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co.		19682
	INSURER B: Trumbull Insurance Co		27120
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 570054655632

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	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 <input checked="" type="checkbox"/> Gen Agg Cap Limit \$25M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			83CSE526402	04/01/2014	04/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 CSE 526403	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			83WNS26400	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
C				AOS				
				83WBRS26401	04/01/2014	04/01/2015	E.L. EACH ACCIDENT	\$1,000,000
				WI & ND			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: X2 Development Corporation. City of Chelsea is included as Additional Insured under the General Liability and Automobile Liability policy if required by written contract. A waiver of subrogation is granted in favor of City of Chelsea in accordance with the policy provisions of the general, Automobile and workers compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Chelsea
 City Hall
 Purchasing Department
 500 Broadway
 Chelsea MA 02150 USA

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

Aon Risk Services Central, Inc.

Holder Identifier:

Certificate No : 570054655632

DEPARTMENT COPY

CITY OF CHELSEA
BILL TO:

Chelsea High School
Chelsea Schools 617-466-5026
299 Everett Avenue
Chelsea, MA 02150

A. Romero
15-024G
8/7/14

PURCHASE ORDER # 00000857-00 FY 2015
Page Number: 1

Tax Exempt Number: 04-6001384

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00.

ACCT NO

239914-530600

THE CITY WILL NOT BE LIABLE FOR GOODS OR SERVICES FURNISHED WITHOUT A SIGNED PURCHASE ORDER.

VENDOR
SHOWEVIDENCE, INC
3080 OLCOTT STREET, SUITE 240D
SANTA CLARA, CA 95054

SHIP TO
Chelsea High School
Chelsea Schools 617-466-5026
299 Everett Avenue
Chelsea, MA 02150

Tel 408-887-8361

Requisition
00022528

Delivery Reference
FRITI JOHARI

TERMS/CONDITIONS

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
08/05/14	15024659			CHELSEA HIGH SCHOOL	
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	Show Evidence System and Services 1250 end user licenses Annual subscription fee See attached order form, product use and deliverables and services agreement 239914-530600		1.00 Each	8000.00000	8,000.00
				FD Total	8,000.00
					8,000.00

Inv Date: 8/28/14

Inv# 310

Am Paid: \$8,000.00

Paid Date: 9/2/14

Bal 0

CONTRACT TERMS & CONDITIONS ON BACK

City Solicitor _____

City Manager _____

Approved by: _____

CHIEF PROCUREMENT OFFICER

ShowEvidence Order Form

This Order Form (this "**Order Form**") is entered into as of the last date set forth in the signature blocks below (the "Effective Date") by and between ShowEvidence, Inc., a Delaware corporation ("**ShowEvidence**"), and the customer identified below ("**Customer**"). This Order Form is entered into pursuant to a Services Agreement between ShowEvidence and Customer (the "**Agreement**"). Capitalized terms used in this Order Form without definition shall have the meaning given such terms in the Agreement.

Customer Name: Chelsea High School

Address: 299 Everett Avenue, Chelsea, Massachusetts 02150

Primary Contact: Priti Johari

Email: joharip@chelseaschools.com

Technical Contact: Ron Whitehead

Email: whiteheadr@chelseaschools.com

Service purchased: Subscription to the ShowEvidence System and Services

Maximum number of Users: Up to 1,250 end user licenses
This count is based on students and not teachers

Maximum bandwidth (in the aggregate): N/A

Maximum disk storage (in the aggregate): 5 Gbytes per user (FTE)

Start Date: July 1, 2014

End Date: June 30, 2015

Professional Services (if any): As part of this contract ShowEvidence will work with Chelsea to schedule periodic in-person and virtual meetings with the high school team to introduce them to the application, provide initial product training, gather feedback, and to share product updates.
Additional onsite PD for task and rubric development, tagging student work, analyzing results, or calibrating teachers would be charged separately.

Fees:

Annual Subscription Fees: \$8,000 (\$10,000 minimum cost based on number of users - \$2,000 discount). Once the number of FTE users exceed 1,250 users, then the cost will switch to a per user cost.

Payment terms for the Subscription fees are 25% at contract signing, 25% within 3 months of the initial term with the balance of 50% within 6 months of the initial term.

Service Fees: N/A

Total Year 1 Costs: \$8,000

Comments:

See the attached document outlining several use cases for the application and specific product deliverables to support the work at Chelsea High School during the next school year.

The parties have executed this Order Form as of the last date set forth below.

ShowEvidence

Customer

ShowEvidence, Inc.

Chelsea School District

By:



Name:

Eric Docter

Title:

President and CEO

Date:

08/04/2014

By:



Name:

Mary M. Bourque

Title:

Superintendent

Date:

08/04/2014

Product Use and Deliverables

Use Cases:

The ShowEvidence platform will be used to support the following activities:

Looking at Student Work

This work will involve the loading of tasks and rubrics for a given subject and then the loading of student work samples to evaluate rater agreement.

Using Performance Tasks with Students

This work will focus on the assignment of tasks to students and the uploading of work to be rated. Teacher can then tag and score work to analyze student performance

Professional Development

Chelsea High School can also use the platform to develop online professional development for administrators and teachers.

Product Deliverables:

Below is a list of product changes and reports that will be developed to support the work at Chelsea High School:

1. Update to the Assign application to allow the scoring of student work that has not been uploaded to the system. This may include:
 - Live observation of student demonstrations
 - Work products that are paper-based
2. Support for the following student performance reports:
 - Aggregate data at the School level (across classes)
 - Progress reports across tasks (based on the same rubric)
 - Development of new reports based on instructional criteria
3. Export of student performance data via Excel from the Reporting
4. Ongoing support and feedback:
 - Initial training of new teachers (onsite and train the trainer)
 - Student and teacher guides (How to Use the Application)
 - First use dialogs and video to help answer initial questions

ShowEvidence Services Agreement

This ShowEvidence Services Agreement (this "**Agreement**") is entered into as of the last date set forth in the signature blocks below (the "**Effective Date**") between ShowEvidence, Inc., a Delaware corporation ("**ShowEvidence**"), and Chelsea Public Schools, a Massachusetts School District with a principal place of business at 500 Broadway, City Hall Room 216 Chelsea, Massachusetts 02150 ("**Customer**"). ShowEvidence and Customer hereby agree as follows:

1. Definitions.

"Affiliate" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with another party, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such entity.

"Customer Data" means all electronic data or information submitted to the Service by Customer.

"Data Communications" means any transfer of signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received or transmitted through the Service.

"Order Form" means a ShowEvidence order form or renewal notification that is agreed to by ShowEvidence and Customer in writing (including through Customer's electronic acceptance on the WebSite) that specifies the Service and any professional services to be provided by ShowEvidence to Customer under this Agreement.

"Service" means a ShowEvidence's online learning management and performance assessment system as described in the applicable User Guide that has been purchased by Customer from ShowEvidence under an Order Form.

"Terms of Use" means the Terms of Use that each User accepts through the User's use of the Service. The Terms of Use are available on the WebSite when the User logs in to the User's account.

"Third Party Resources" means websites, resources, applications or services provided by parties other than ShowEvidence, including without limitation training, implementation and other consulting services related to Customers' use of the Service.

"User" means an individual who is authorized by Customer to use the Service, for whom a subscription to the Service has been purchased, and who has been supplied a user name and password by Customer (or by ShowEvidence at Customer's request). A User may include without limitation employees, consultants, contractors, agents, members, faculty or students of Customer or its Affiliates.

"User Guides" mean the product data sheets and online training materials for the Service, accessible via login at the Website, as updated from time to time.

"WebSite" means the ShowEvidence WebSite located at www.showevidence.com and application platform located at <https://app.showevidence.com>.

2. Service. Subject to the terms and conditions of this Agreement and an Order Form and during the Term (as defined below), ShowEvidence shall make the Service available to Customer solely for the purpose of student learning, professional development, training, and performance assessment of Customer and its Users. The Service shall be ordered by Customer pursuant to an Order Form. Each Order Form shall include at a minimum the Service provided, the number of permitted Users and the fees payable by Customer. An Order Form may also contain limitations, such as per User or aggregate Customer limits on disk storage and bandwidth. From time to time during the Term, ShowEvidence may also provide Customer with certain training or other professional services related to the Services in accordance with this Agreement as described in and on the terms and conditions set forth in an Order Form. Each Order Form shall be subject to the terms and conditions of this Agreement.

ShowEvidence will use commercially reasonable efforts to make the Services accessible to Customer at least 99% of the time, as measured on a calendar monthly basis excluding planned and emergency maintenance and any event of force majeure, as set forth in Section 13.7. Planned maintenance may be required by ShowEvidence or its service providers from time to time to allow necessary system maintenance or upgrades to the Services. ShowEvidence will use commercially reasonable efforts to notify Client of such planned maintenance in advance, but due to exigent circumstances may not be able to provide such notice. Customer understands and agrees that the hosting and updates are performed using technologically sophisticated hardware and software and, consequently, that service outages, service interruptions or degradations in service levels may occur from time-to-time, although ShowEvidence will make commercially diligent efforts to minimize the frequency with which such events may occur, and the severity and duration of any such occurrences. ShowEvidence and Customer agree that in the event ShowEvidence does not achieve the service level objectives described herein or in the event of a service outage or service interruption, ShowEvidence will promptly address the problem causing such failure. Service interruptions caused by scheduled maintenance and down-time or disruptions to the Internet will not be considered a failure of ShowEvidence to meet these service level objective.

3. Hosting and Updates. ShowEvidence shall host the Service and may update the functionality and user interface of the Service from time to time in its sole discretion as part of its ongoing mission to improve the Service and customers' use of the Service. The terms of this Agreement shall also apply to any such updates and upgrades provided by ShowEvidence.

The Services will be hosted from a third party secured data center, located in the United States, with restricted access for approved personnel only.

4. Restrictions. Customer's use of the Service shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service, unless authorized under a separate ShowEvidence Partner Agreement.

5. Agreement Term and Payment.

5.1. Term. The initial term of this Agreement shall commence on the Effective Date and end on the date (the "End Date") specified in the initial Order Form (the "Initial Term") unless otherwise specified in such Order Form or earlier terminated pursuant to Section 8. The Initial Term shall be extended as set forth in subsequent Order Forms (each successive renewal term, a "Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to herein as the "Term." If the Order Form does not specify an End Date, either party may

terminate this Agreement for its convenience on 30 days prior written notice. If Customer has not delivered an Order Form to ShowEvidence regarding the upcoming Renewal Term prior to the expiration of the then-current Term, the Term shall be automatically extended for successive Renewal Terms of one year each unless either party provides written notice of non-renewal to the other at least 30 days before such expiration.

5.2. Fees and Payment. Customer shall pay the fees as specified in each Order Form. Additional Users and other items purchased during a term will co-terminate with and be prorated through the then current End Date. Fees for the Service on all subsequent Order Forms and renewals shall be set at then-current ShowEvidence pricing, unless otherwise agreed to by the parties.

5.3. Taxes. ShowEvidence fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on ShowEvidence's net income. If ShowEvidence has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides ShowEvidence with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4. Late Payments. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less.

6. Proprietary Rights.

6.1. Ownership of Customer Data. As between ShowEvidence and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer (on behalf of itself and its Users) hereby grants ShowEvidence a nonexclusive, nontransferable, worldwide, royalty-free license during the term of this Agreement to: (i) use and distribute the Customer Data as permitted or directed by Customer and its Users through their use of the Service (ii) to perform all such acts with respect to the Customer Data as are reasonable for ShowEvidence to provide the Service in accordance, including, without limitation, to host, secure, store, encode, reproduce, cache, route, display, reformat and analyze Customer Data and (iii) sublicense the foregoing rights to ShowEvidence's subcontractors as necessary to provide the Service. Notwithstanding the foregoing, Customer understands that Customer Data which is downloaded as authorized by Customer from the Service by a third party during the term of this Agreement may continue to be used and distributed by such third party after termination of this Agreement, and therefore the foregoing license rights will be perpetual and survive termination of this Agreement with respect to such Customer Data. ShowEvidence may create algorithms and reports based on access to and use of the Customer Data to test ShowEvidence internal technologies and processes ("ShowEvidence Usage Statistics"). ShowEvidence may aggregate and create, and will own the ShowEvidence Usage Statistics, provided that is it anonymized data regarding the Services and its use, and does not reveal the identity of Customer or any User. Customer will comply with the DMCA (Digital Millennium Copyright Act) and deal with DMCA copyright take-down notices and all other notices or complaints regarding Customer Data. ShowEvidence and its contractors (i) will protect Customer Data in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA), (ii) will implement and maintain such appropriate security measures for personal information in order to comply with the terms of 201

CMR 17.00: M.G.L. c.93H and (iii) will comply with any other laws relating to the confidentiality of student educational records.

6.2. ShowEvidence Intellectual Property Rights. Customer agrees that all right, title and interest in and to all intellectual property rights in the Service are owned exclusively by ShowEvidence or its licensors. ShowEvidence shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Service.

6.3 Marks. ShowEvidence's name, logos and product and service names are marks of ShowEvidence (the "ShowEvidence Marks"). Customer agrees not to display or use the ShowEvidence Marks in any manner without ShowEvidence's express prior written permission. The trademarks, logos and service marks of third parties (the "Third Party Marks") are the property of such third parties. Customer is not permitted to use these Third Party Marks without the prior written consent of such third party, which may own the Third Party Mark.

7. Terms of Service. Customer agrees to the following terms of service:

(a) Customer Must Have Internet Access. Cable, DSL or another high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Service, including without limitations, "browser" software that supports protocol used by ShowEvidence, including Secure Socket Layer (SSL) protocol or other protocols accepted by ShowEvidence, and to follow logon procedures for services that support such protocols. ShowEvidence is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by ShowEvidence. ShowEvidence assumes no responsibility for the reliability or performance of any connections described in this Section.

(b) Accuracy of Customer's Contact Information. As part of Customer's Service registration, Customer shall provide Customer's legal business name, street address, email address and phone number, and Customer shall promptly update this information if it should change. ShowEvidence may rely and act on all information and instructions provided to ShowEvidence from Customer's e-mail address.

(c) Users: Passwords, Access and Notification. Customer shall authorize access to and assign unique user names and passwords to the number of Users purchased by Customer in an Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but User logins obtained under a subscription license may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User passwords. Customer will also be responsible for all Data Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. ShowEvidence will act as though any Data Communications it receives under Customer's passwords, user names or account numbers has been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify ShowEvidence of any such unauthorized access or use or any loss or theft of any User's password.

(d) Customer's Conduct. The Service allows Customer to send Data Communications directly to ShowEvidence and to third parties. When using or accessing the Service, Customer agrees not to: (i) violate applicable international, federal, state or local law or regulation (including any rules applicable to the export of technical data); (ii) post, transmit or otherwise make available any content that includes information Customer does not have the right to disclose (such as confidential information learned under nondisclosure agreement), (iii) post, transmit or otherwise make available any content that infringes any copyright or other proprietary right, (iv) post, transmit or otherwise make available any content that is unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable in the opinion of ShowEvidence, (v) harass, threaten, stalk or abuse others, or in any way interfere with another's use of the Service; (vi) post, transmit or otherwise make available any content that contains a software virus or any other program designed to interrupt the functionality of a computer system, (vii) manipulate any identifier for a transmission in order to disguise its origin, (ix) post content in fields that aren't intended for that content, (x) use software or other processes to crawl any web pages contained on the Service, monitor or copy the content of the Service or "frame" or otherwise simulate the appearance or function of the Service, (xi) take any action that interferes with the proper working of or places an unreasonable load on ShowEvidence's infrastructure, (xii) promote services which are competitive to the Service, (xiii) allow any unauthorized persons to access or use the Service or (xiv) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service.

(e) Transmission of Data. Customer understands that the technical processing and transmission of Customer's Data Communications is fundamentally necessary to use of the Service. The Service uses encryption when transmitting and receiving data to or from Users. Customer expressly consents to ShowEvidence's interception and storage of Data Communications and Customer Data, and Customer acknowledges and understands that Customer's Data Communications will involve transmission over the Internet, and over various networks, only part of which may be owned or operated by ShowEvidence. Customer further acknowledges and understands that Data Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. ShowEvidence is not responsible for any Data Communications or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned or operated by ShowEvidence, including without limitation, the Internet and Customer's local network. However, ShowEvidence agrees to use reasonable security measures to protect Customer Data.

(f) Third-Party Resources. ShowEvidence (through the Service) may offer links to Third Party Resources. ShowEvidence does not warrant any such Third Party Resources, whether or not such Third Party Resources are designated by ShowEvidence as approved, recommended or otherwise, or the services are provided by a third party that is a Customer or member of a ShowEvidence partner program. Any purchase by Customer of any Third Party Resources is solely between Customer and the applicable third party provider. ShowEvidence is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Resources that Customer may purchase or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third Party Resources for use with the Service, Customer agrees that ShowEvidence may allow the third party providing such Third Party Resources to access Customer Data as required for the interoperation of such Third Party Resources with the Service, and any exchange of data or other interaction between Customer

and the third party provider is solely between Customer and the third party provider. ShowEvidence shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Resources or third party providers. No purchase of such Third Party Resources is required to use the Service.

(g) Modifications; Discontinuation of Service. ShowEvidence may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. ShowEvidence reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. ShowEvidence shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section. If ShowEvidence makes a material change to the Terms of Use, ShowEvidence will notify Users by either sending an email to the notification email address or posting a notice on the Service. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify ShowEvidence in writing within thirty days after receiving notice of the change. If Customer notifies ShowEvidence as required, then Users will remain governed by the Terms of Use in effect immediately prior to the change until the end of the then current term for the affected Service. If the affected Service is renewed, it will be renewed under ShowEvidence's then-current Terms of Use.

Customer agrees that Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Customer shall also ensure that each User complies with the Terms of Use and shall be responsible for any breach of such terms by a User.

8. Suspension or Termination.

8.1 Suspension for Delinquent Account. ShowEvidence reserves the right to suspend Customer's access to or use of the Service for any accounts (i) for which any payment is due but unpaid but only after ShowEvidence has provided Customer two delinquency notices, and at least 30 days have passed since the transmission of the first notice or (ii) for which Customer has not paid for the Renewal Term and has not notified ShowEvidence of its desire to renew the Service by the end of the then-current Term. The suspension is for the entire account and Customer understands that such suspension would therefore include sub-accounts. Customer agrees that ShowEvidence shall not be liable to Customer or to any other third party for any suspension of the Service pursuant to this Section.

8.2 Suspension for Ongoing Harm. Customer agrees that ShowEvidence may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if ShowEvidence reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, or use of Customer's Service is causing immediate, material and ongoing harm to ShowEvidence or others. In the extraordinary event that ShowEvidence suspends access to the Service, ShowEvidence will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer agrees that ShowEvidence shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section.

8.3 Termination for Cause or Expiration. Either party may immediately terminate this Agreement and all Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within 30 days of written

notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that ShowEvidence shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on ShowEvidence's part, ShowEvidence shall refund the pro rata portion of any fees paid by Customer to ShowEvidence under this Agreement for the terminated portion of the Term.

8.4 Customer Data; Effects of Termination. Customer agrees that following termination of this Agreement or Customer's use of the Service, (i) ShowEvidence may immediately deactivate Customer's account, (ii) ShowEvidence will promptly provide a copy of all Customer Data to Customer and will delete such Customer Data from ShowEvidence's systems and (iii) ShowEvidence will certify to Customer that such Customer Data has been deleted from its systems. Customer further agrees that ShowEvidence shall not be liable to Customer or to any third party for any termination of access to the Service or deletion of Customer Data, provided that ShowEvidence is in compliance with the terms of this Section. Sections 1, 5.2, 5.3, 5.4, 6, 8.4, 9, 10.3, 11, 12 and 13 shall survive the termination or expiration of this Agreement.

9. Confidentiality; Proprietary Rights. For purposes of this Agreement, the term "Recipient" shall mean Customer with respect to Confidential Information (as defined below) supplied hereunder by ShowEvidence, and ShowEvidence with respect to Confidential Information supplied hereunder by Customer. "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party which is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". In the case of disclosures in non-documentary form made orally or by visual inspection, the disclosing party shall have the right, or if requested by Recipient, the obligation, to confirm in writing within 60 days after the disclosure is made, the fact that such information is confidential and protected hereunder. The parties hereby agree that technical information concerning the Service and all financial information (including the terms of this Agreement) furnished in any manner by ShowEvidence is and shall be treated as the Confidential Information of ShowEvidence and all Customer Data is and shall be treated as the Confidential Information of Customer. Recipient shall (i) instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (ii) exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iii) not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a "need to know" basis. Recipient agrees to undertake whatever action is reasonably necessary to remedy any such breach of Recipient's confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents or contractors. The confidentiality provisions of this Section shall not apply to any information which (i) Recipient can demonstrate was in its possession before receipt, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party, (iii) is

disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information (iv) Recipient can demonstrate was independently developed without reliance on any Confidential Information; and (v) if disclosure is required by law. Customer agrees that all right, title and interest in and to all intellectual property rights in the ShowEvidence Service are owned exclusively by ShowEvidence or its licensors. ShowEvidence shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the ShowEvidence Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the ShowEvidence Service. Customer agrees not to create any product or service that copies any portion of the ShowEvidence Service or utilizes any of its confidential trade secrets, including without limitation, its user interfaces, functionality and business logic and algorithms. Customer also agrees not to disclose the results of any evaluation or performance test of the ShowEvidence Service without the prior written approval of ShowEvidence. ShowEvidence agrees to comply with the confidentiality provisions of the Family Educational Rights and Privacy Act regarding the protection of Customer Data that contains student educational records.

10. Warranties.

10.1. Warranty of Functionality. ShowEvidence warrants that the Service (i) will achieve in all material respects the functionality described in the User Guides applicable to the Service purchased by Customer, and (ii) such functionality will not be materially decreased during the Term. Customer's sole and exclusive remedy for ShowEvidence's breach of this warranty shall be that ShowEvidence shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and if ShowEvidence is unable to restore such functionality, Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the fees paid under this Agreement for its use of the Service for the terminated portion of the Term. ShowEvidence shall have no obligation with respect to a warranty claim unless notified of such claim in writing within 60 days of the first instance of any material functionality problem. The warranties set forth in this Section are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the User Guides, this Agreement and applicable law.

10.2. No Virus Warranty. ShowEvidence warrants that the Service will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code"), except for any Malicious Code contained in Customer uploaded attachments or otherwise originating from Customer.

10.3. Disclaimer of Warranties. SHOWEVIDENCE DOES NOT REPRESENT OR WARRANT THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SHOWEVIDENCE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS STATED IN THIS SECTION 10, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE

INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

11. Limitations of Liability.

11.1. Exclusion of Certain Damages. CUSTOMER AGREES THAT THE CONSIDERATION WHICH SHOWEVIDENCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY SHOWEVIDENCE OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIAES OR LICENSORS BE LIABLE TO ANYONE FOR INDIRECT, CONSEQUENTIAL, LOST PROFITS, RELIANCE, COVER, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, OF ANY TYPE OR KIND, HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Limitations on Direct Damages. Except for fees payable by Customer under this Agreement, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 12 months in fees for the Service determined as of the date of the event.

11.3. Exceptions. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 12 BELOW.

11.4 Essential Purpose. The essential purpose of this Section 11 is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section 11 are integral to the amount of fees charged in connection with making the Service available to Customer and that, were ShowEvidence to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

12. Indemnification.

12.1. Infringement. ShowEvidence shall, at its own expense and subject to the limitations set forth in Section 12.3, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes third party copyrights, trade secrets or trademarks and shall hold Customer harmless from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. Excluded from the above indemnification obligations are Claims to the extent arising from (i) use of the Service in violation of this Agreement or applicable law, (ii) use of the Service after ShowEvidence notifies Customer to discontinue use because of an infringement claim, or (iii) modifications to the Service or use of the Service in combination with any software, application or service made or provided other than by ShowEvidence. If a Claim of infringement is brought or threatened, ShowEvidence shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim

without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if the action under clauses (a) and (b) are not commercially feasible, terminate this Agreement and refund to Customer a pro-rata refund of the fees paid for under this Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section state ShowEvidence's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

12.2. Customer's Indemnity. Customer shall, at its own expense and subject to the limitations set forth in Section 12.3, defend ShowEvidence from and against any and all Claims alleging that the Customer Data or any trademarks or service marks other than ShowEvidence Marks, or any use thereof, infringes the intellectual property rights of a third party or arising out of Customer's use of the Service other than in accordance with this Agreement, and Customer shall hold ShowEvidence harmless from and against liability for any Losses to the extent based upon such a Claim.

12.3. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 12, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 12 are expressly conditioned upon the indemnified party's compliance with this Section except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 12 but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 12 shall survive termination of this Agreement for one year.

13. General Provisions.

13.1. Assignment; No Third Party Beneficiaries. Except as expressly stated otherwise herein, neither party may assign or transfer (whether by operation of law, merger, consolidation, change of control or otherwise) any rights or obligations under this Agreement without the written consent of the other party, except that ShowEvidence may, without such consent, assign or transfer this Agreement to a successor organization by merger, consolidation, change of control, conversion, sale of assets or otherwise. Any assignment or transfer, or attempted assignment or transfer, in violation of this Agreement is void ab initio. This Agreement is not intended to confer any rights or remedies upon anyone other than the parties hereto.

13.2. Independent Contractor. Nothing in this Agreement shall create a joint venture, partnership, employment or agency relationship between Customer and ShowEvidence. Neither party is authorized by this Agreement to represent, bind, obligate or contract on behalf of the other, although ShowEvidence reserves the right to name Customer as a user of the Service.

13.3. Entire Agreement; Amendment; Waiver. This Agreement, including all Order Forms, shall constitute the entire understanding between Customer and ShowEvidence and is intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's or other agreements between the

parties. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of ShowEvidence to object to such terms, provisions, or conditions. This Agreement may be executed and delivered in two or more counterparts and by facsimile, and may not be amended except by a writing signed by the party to be bound. The failure of a party to require performance of any provision of this Agreement shall in no manner affect its right to later enforce the provision.

13.4. Notices. Any notice, request or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earliest of: (i) actual receipt by the other party, (ii) four business days after deposit with the U.S. postal service if sent by first class or certified mail, postage prepaid, return receipt requested or (iii) two business days after deposit with a nationally recognized overnight courier service. Notice to Customer shall be addressed to the then-current email or street address set forth in Customer's registration information. Notices to ShowEvidence shall be addressed to the attention of the CEO at its principal executive office 3080 Olcott Street, Suite D240, Santa Clara, CA 95054

13.5. Injunctive Relief. Either party may seek to enforce its rights hereunder with respect to the protection of its confidential information or intellectual property through temporary or permanent injunctive relief, which shall be in addition to any other available relief and which shall not require a bond or security.

13.6. Severability. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remainder of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law.

13.7. Force Majeure. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage (other than those involving ShowEvidence employees), internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event.

13.8. Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the laws of the State of California and any controlling U.S. federal law and excluding the Uniform Computer Information Transactions Act (UCITA). Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in California. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and costs. Customer shall compensate ShowEvidence (including

reimbursement of costs) for responding to any request from a third party for records relating to Customer or a User's use of the Service. Such requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the User permitting the disclosure.

The parties have executed this Agreement as of the last date set forth below.

ShowEvidence

Customer

ShowEvidence, Inc.

Chelsea Public Schools

By: _____
Name: Eric Docter
Title: President and CEO
Date: _____

By: Mary M. Bourque
Name: Mary M. Bourque
Title: Superintendent
Date: 08/04/2014

Fees: Annual Subscription Fees: \$8,000 (\$10,000 minimum cost based on number of users - \$2,000 discount). Once the number of FTE users exceed 1,250 users, then the cost will switch to a per user cost.
Payment terms for the Subscription fees are 25% at contract signing, 25% within 3 months of the initial term with the balance of 50% within 6 months of the initial term.
Servicer Fees: N/A
Total Year 1 Costs: \$8,000

Comments: See the attached document outlining several use cases for the application and specific product deliverables to support the work at Chelsea High School during the next school year.

The parties have executed this Order Form as of the last date set forth below.

ShowEvidence

ShowEvidence, Inc.

Customer

Chelsea School District

By: _____
Name: Eric Docter
Title: President and CEO
Date: _____

By: Mary M. Bourque
Name: Mary M. Bourque
Title: Superintendent
Date: 08/04/2014



3080 Olcott Street, Suite D240
 Santa Clara, CA 95054
 Tel: 408.727.7469
 www.showevidence.com

2014 SEP -5 AM 11:07

INVOICE

*F415
C40.*

CHELSEA PUBLIC
 SCHOOLS
 BUSINESS OFFICE

Date:	Invoice No:
08/28/2014	310

To:
 Chelsea School District
 299 Everett Avenue
 Chelsea, Massachusetts 02150

 Attn: Priti Johari

Pay To:
 ShowEvidence
 3080 Olcott Street
 Suite D240
 Santa Clara, CA 95054

 Attn: Accounts Receivable

Permit #1

PO/Contract Ref. No.:	Terms	Due Date
Chelsea Services Agreement and Order Form dated 08/04/2014	Net 30	09/28/2014

Description	Qty	Rate	Amount
Annual subscription to the ShowEvidence System including: <ul style="list-style-type: none"> • Applications (Author, Assign, Learn, Rate, Library, Exchange, and Reports) • Hosting and data storage • Support Ongoing communication to improve the design of the system based on Chelsea's requirements. Periodic training based the introduction of new applications and features. Email support to resolve product issues			\$8,000

This invoice reflects the full payment for services for the 2014-15 school year.

Final.

[Signature]

Total \$8,000

PO# 857
 Vendor# 24659
 Acct# 239914530600

copy

CITY OF CHELSEA
BILL TO:

DEPARTMENT COPY

M. Andr.
15-127
7-8-14

PURCHASE

ORDER # 00000013-00 FY 2015
Page Number: 1

Tax Exempt Number: 04-6001384

COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE

Computer

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00

ACCT
NO

02192324-542500

THE CITY WILL NOT BE LIABLE FOR GOODS
OR SERVICES FURNISHED WITHOUT A SIGNED
PURCHASE ORDER.

VENDOR
LAZEL, INC
17855 N. DALLAS PARKWAY
SUITE 400
DALLAS, TX 75287

S
H
I
P
T
O

COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE
CHELSEA, MA

02150

Tel 866-829-3039

Requisition
00024799

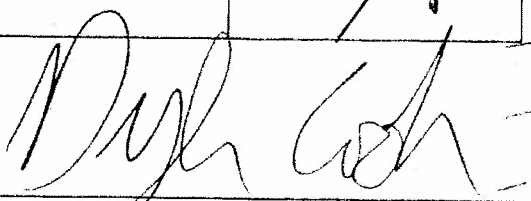
Delivery Reference
M. ANDREUCCIOLA

TERMS/CONDITIONS

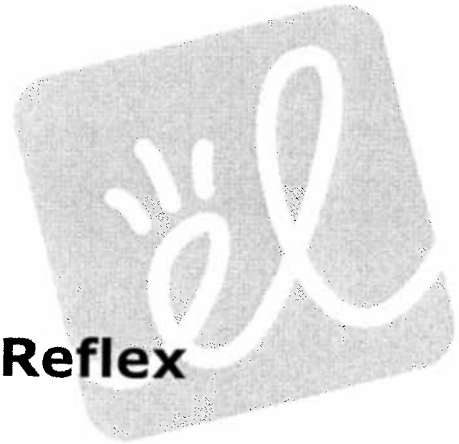
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
07/07/14	018670	07/31/14		COMPUTER DEPARTMENT	
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	REFLEX SITE LICENSE		1.00 Each	2995.00000	2,995.00
	02192324-542500				2,995.00
				PO Total	2,995.00
					- 2995.00
					- 0 -
	INV#	AMT	DATE	PAY DATE	
	1305039	\$2,995.00	7/15/14	9/5/14	

Final
X

CONTRACT TERMS & CONDITIONS ON BACK
City Solicitor _____
City Manager _____

Approved by: 
CHIEF PROCUREMENT OFFICER

ExploreLearning



ExploreLearning Reflex



Proposal for

Mary C. Burke elementary Complex

Presented to:

Miguel Andreottola

By:

David Cunningham
ExploreLearning

Partnering with ExploreLearning

ExploreLearning is committed to partnering with schools and districts to bring ExploreLearning Reflex to students. Reflex enables students to fully master their basic math facts and provides a lasting foundation that will lead to future success in higher-level mathematics. This proposal outlines a strategy for delivering our high-quality program to students and training to all teachers.

The Research behind Reflex

Research shows that students who are not fluent with their basic math facts have major challenges mastering more advanced mathematical skills. The NCTM, the National Math Advisory Panel, and other major educational organizations highlight math fact fluency as a central pillar of every student's mathematics education.

A recent White Paper from ExploreLearning discusses extensive research on the critical nature of math fact fluency and shows how Reflex takes each student on an individualized journey from fact acquisition to automaticity using research-proven methods for fluency development.

Learn more at:

http://www.reflexmath.com/assets/doc/Reflex_White_Paper.pdf

About ExploreLearning Reflex

Reflex is a revolutionary, game-based system that helps students of all ability levels to develop instant recall of their basic math facts (addition, subtraction, multiplication, and division).

Reflex is:

- Adaptive and individualized. Reflex continuously monitors each student's performance to create the optimal experience for every child.
- Easy to use for teachers. Reflex includes intuitive and powerful reporting. Educators have everything they need to easily monitor and support student progress.
- Fun! Reflex is game-based to keep students coming back for more.

"My students just cannot get enough of [Reflex]...and I am proud of their progress. Math has become incredible fun!"

-- 5th Grade Teacher, Leon County Schools, FL

Our Proposal

This proposal includes subscriptions to ExploreLearning Reflex and associated training for teachers participating in the implementation.

ExploreLearning Reflex licenses provide full access to ReflexMath.com for one year for all participating teachers and students. Access includes new product features and ongoing upgrades to ReflexMath.com. All subscribers receive toll-free telephone and email support from 8:30am-5:00pm Eastern Time, Monday through Friday.

When introducing a new technology, quality training is essential for success. In ExploreLearning Reflex training sessions, a professional development team member will guide educators through a two-hour program that empowers them to use Reflex in their classrooms right away.

Please note that prices contained in this proposal do not include any applicable state sales taxes.

Pricing

I. Reflex Site pricing for all teachers and students

\$2,995 (July 2014-June 2015)

- Provides unlimited access for teachers and students for one year
- Provides classroom level administration and reporting for teachers
- Provides site level administration and reporting for building administrators



Cambium
LEARNING
Group

FY15
DM

Remit To: LAZEE

Learning A-Z

Explore Learning

23939 Network Place

Chicago, IL 60673-1239

Accounts Receivable (888) 399-1995 x9526

Remit 3

INVOICE

Invoice # 1305039	Page 1 of 1
Customer # 775168	Contract # 23824
Invoice Date 7/15/14	Due Date 8/14/14
Amount Due \$2,995.00	

Sold To

CHELSEA SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
299 EVERETT AVE
CHELSEA, MA 02150

Ship To

CHELSEA SCHOOL DISTRICT
299 EVERETT AVE
CHELSEA, MA 02150

Remittance Advice: Return this portion with your payment

Invoice #
1305039

Customer #
775168

Contract #
23824

Terms
Purchase Order - Contracts

Invoice Date
7/15/14

Due Date
8/14/14

PO # 13

Line #	Item #/ Description	Customer PO/ Reference #	Quantity	Ext. Price
1.000	REFLEXSITE EL REFLEX SITE	00000013-00 FY-2015	1.00	\$2,995.00
2.000	..CPO-00000013-00 FY-2015..299	00000013-00 FY-2015	1.00	\$0.00

8-21-14

PO# 13

V# 18670

ACCT# 02192324 542500

Final

For questions regarding your license(s), please contact
Customer Service.

Learning A-Z 866-889-3729

ExploreLearning 866-882-4141

Invoice Amount **\$2,995.00**

DEPARTMENT COPY

CITY OF CHELSEA
BILL TO:

PURCHASE

ORDER # 00000009-00 FY 2015

Page Number: 1

M. Andr.
15-093
7-16-14

Tax Exempt Number: 04-6001384

Computer

COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00

ACCT NO

02192324-542500

THE CITY WILL NOT BE LIABLE FOR GOODS OR SERVICES FURNISHED WITHOUT A SIGNED PURCHASE ORDER.

VENDOR
SCIENTIFIC LEARNING CORPORATION
300 FRANK H. OGAWA PLAZA,
SUITE 600
OAKLAND, CA 94612-2040

SHIP TO

COMPUTER DEPARTMENT
CHELSEA SCHOOLS 617-466-5213
299 EVERETT AVE
CHELSEA, MA
02150

TERMS/CONDITIONS Tel 510-444-3500
444-3580

Requisition 00022422

Delivery Reference M. ANDRETTOLA

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/07/14	016984	07/31/14		COMPUTER DEPARTMENT

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	READING ASSISTANCE MAINTENANCE FOR CLARK AVE, SOKOLOWSKI, KELLY, BERKOWITZ, WILLIAMS 02192324-542500		1.00 Each	4400.00000	4,400.00
				PD Total	4,400.00
					- 4400.00
					- 0 -

JNY# AMT DATE PAYDATE
00015571_048 4,400. 7/1/14 8/1/14

Final

CONTRACT TERMS & CONDITIONS ON BACK
City Solicitor _____
City Manager _____

Approved by:

[Signature]
CHIEF PROCUREMENT OFFICER

Renewal Services Final Proposal # 00031882.0

Proposal for Purchase by:
Attn: Miguel Andreottola
 Chelsea School District
 500 Broadway
 Chelsea, MA 02150-2948

Services to be Provided:

Site(s) to be Supported /	Qty.	Type of Service	Services Period
53140/Clark Avenue School 8 Clark Ave Chelsea MA 02150-2574	1	Reading Assistant Results Now! Package - MySciLEARN™, Per Site	6/30/2014 to 8/1/2015
53133/Frank Sokolowski Elem Sch 300 Crescent Ave Chelsea MA 02150-3053	1	Reading Assistant Results Now! Package - MySciLEARN™, Per Site	6/30/2014 to 8/1/2015
53139/George Kelly Elementary School 300 Crescent Ave Chelsea MA 02150-3053	1	Reading Assistant Results Now! Package - MySciLEARN™, Per Site	6/30/2014 to 8/1/2015
566540/William Berkowitz Elem Sch 300 Crescent Ave Chelsea MA 02150-3053	1	Reading Assistant Results Now! Package - MySciLEARN™, Per Site	6/30/2014 to 8/1/2015
53137/Williams School South 180 Walnut St Chelsea MA 02150-2335	1	Reading Assistant Results Now! Package - MySciLEARN™, Per Site	6/30/2014 to 8/1/2015

After the Services Period listed above, access to support and services must be renewed annually. All services availability, including any unused service days, expires at the end of that Services Period. Unused services cannot be carried forward to future periods.

Results Now! Annual Services Package Includes:

- **Complimentary Web-based Initial Product Training**
 - A blended model of training, this includes independent work and one pre-scheduled, public web-based session with a SciLEARN Trainer.
- **Student Progress Reports – online student/school/district reporting**
- **Reading Progress Indicator**
- **Instructional and Technical Support – phone, email, chat and Customer Connect**
- **Hosting service for MySciLEARN™**
- **Home Access (only available with MySciLEARN™)**

SciLEARNU.com (only for SLE/SLS)

Sales tax will be added to the fee and invoiced unless Customer provides sales tax exemption certificate issued by Customer's state.

Subtotal: \$4,400.00

Renewal Services Final Proposal # 00031882.0

<u>Optional Services Available (enter amount to select)</u>	Price	Qty.	Total for Service Item
Professional Development			
Remote Training Options			
Reading Assistant Web-based Initial Training - A 2-hour guided webinar providing the startup training for Reading Assistant. Scheduled at the customer's convenience.	\$500		\$
Web-delivered Training - Delivered remotely, these interactive web-based sessions cover a variety of topics to support implementation effectiveness. 15 attendees to a session. o \$500 for a single 2-hour session o \$1,250 for three 2-hour sessions	\$500 (1 session) \$1,250 (3 sessions)		\$
Onsite Option			
On-Site Instructional Consulting Day	\$2,300/day		\$
Monitoring			
Progress Monitoring (Suggested) - Remote assistance to review student data, and provide guidance on how to achieve results. We provide ongoing monitoring and alert you if we detect students are not making the expected gains.	\$1,250/site		\$
		Additional Services Subtotal:	
		\$	
Sales tax will be added to the fee and invoiced unless Customer provides sales tax exemption certificate issued by Customer's state.		Total:	
		\$	
Additional Provisions:	SLC will invoice the full fee upon receipt of signed agreement. By signing this agreement, customer acknowledges funding is available for the purchase. PO in the amount of \$5308.00 is due by August 15, 2014 , payment in the amount of \$5308.00 is due by August 31, 2014 .		

Account Specialist: Matt Tryon
Phone: 520-917-1222

Please fax to: 520-298-0059
Please email to: mtryon@scilearn.com
Payment Address: P.O. Box 8412
Pasadena, CA 91109-8412

Renewal Services Final Proposal # 00031882.0

This proposal is only valid until 7/1/2014 and may only be accepted until that date.

This Renewal Proposal, and purchases under this Proposal, will be governed by the SLC terms and conditions contained at www.scilearn.com/terms, which are hereby incorporated into this Proposal by this reference. This Proposal, including the referenced terms and conditions, constitutes the entire agreement between SLC and Customer relating to the subjects hereof and supersedes any prior agreements or understandings with respect thereto. No terms of any purchase order, invoice or other document submitted by either party shall modify or supersede this Proposal unless signed by both parties. By signing below, Customer accepts this Proposal, agrees to all of its terms and conditions, represents that it has read and understood this Proposal, that no additional approvals are required for this Proposal to be accepted and that the person signing on its behalf is authorized to do so.

ACCEPTED: Chelsea School District

BY: _____

Name: _____

Title: _____

Date: _____

Please sign, date and fax or email all pages of this Proposal back to us as indicated below, with your purchase order for the full amount stated. If you do not issue purchase orders, you may send full payment instead, to the address below. Upon receipt of your signed Renewal Proposal and purchase order, SLC will invoice the full fee. Full payment is due within 30 days of the invoice date.

If paying by credit card, complete and sign below. Return all pages of Proposal:

By signing below, the Customer accepts this proposal and authorizes payment of the Fee stated on this proposal (plus any applicable sales tax) by credit card as described below.

Card Number	Exp Date
Cardholder's Name	Cardholder's Signature

Please contact Matt Tryon at: 520-917-1222 with any questions regarding this renewal or to customize Professional Development to meet your schools' needs.

Account Specialist: Matt Tryon
Phone: 520-917-1222

Please fax to: 520-298-0059
Please email to: mtryon@scilearn.com
Payment Address: P.O. Box 8412
Pasadena, CA 91109-8412



Sole Source Statement

May 23, 2014

To Whom It May Concern:

The following products are software programs available to K-12 schools in the State of Massachusetts only through license from Scientific Learning Corporation of Oakland, California:

Fast ForWord® Language Basics
Fast ForWord® Language V2
Fast ForWord® Language to Reading V2
Fast ForWord® to Literacy
Fast ForWord® to Literacy *Advanced*

Fast ForWord® Reading Readiness – Reading Level 5
Progress Tracker™, including the Reading Progress
Indicator component
Reading Assistant™

All of these programs contain copyrighted software and text developed or acquired by Scientific Learning. In addition, certain of these programs are covered by one or more of issued US patents nos. 5,813,862; 5,927,988; 5,957,699; 6,019,607; 6,052,512; 6,071,123; 6,120,298; 6,123,548; 6,159,014; 6,190,173; 6,210,166; 6,224,384; 6,293,801; 6,302,697; 6,328,569; 6,331,115; 6,334,776; 6,334,777; 6,358,056; 6,364,666; 6,386,881; 6,413,092; 6,413,093; 6,413,094; 6,413,095; 6,413,097; 6,413,098; 6,533,584; 6,585,518; 6,585,519; 6,599,129; 6,726,486; 6,986,663; 7,101,185; 7,150,630; 7,243,068; 7,433,819; 7,624,013; 7,664,717; 8,083,523; 8,109,765; and 8,137,106 which are assigned or licensed exclusively to Scientific Learning. Certain of these programs are also the subject of additional pending patent applications.

Scientific Learning does not license any of these programs to K-12 schools in the State of Massachusetts through distributors or any other third parties.

Therefore, Scientific Learning Corporation is the sole source of these programs for K-12 schools in the State of Massachusetts. If you have any questions about this sole source statement, please feel free to call me at (520) 282-6219.

Very truly yours,

Iris E. Washburn
Senior Revenue Accountant



Fy15
D.M.

Scientific Learning

Invoice

Order No. 00020499	Invoice No. 00015511_048
Customer No 5995	Invoice Date 7/1/2014
P.O. No signed agreement	Terms 8/31/2014

PO# 00009

Payment Due Date 8/31/2014

Remit Payment To:
 Scientific Learning
 10151677688
 10151677688

PH (888) 358-0212 x1226 , FAX (510) 380-8449

Remit To

Chelsea School District
500 Broadway
Chelsea, MA 02150

Attn: Accounts Payable

Item / Item Description	QTY	Amount
Clark Avenue School		
Frank Sokolowski Elem Sch		
George Kelly Elementary School		
William Berkowitz Elem Sch		
Williams School South		
RA Web Results Now! Package SLOD V2 - Site Term: 6/30/2014 - 8/1/2015	5	4,400.00

[Handwritten Signature]

PO# 9
 V# 16984
 ACCT# 02192324 542500

Invoice Amount	4,400.00
Tax Amount	0.00
Shipping Charges	0.00
Payments	0.00
Balance Due	USD \$ 4,400.00

FINAL

Thank you for your order



DEPARTMENT COPY

CITY OF CHELSEA
BILL TO:

PURCHASE ORDER # 00001202-00 FY 2015
Page Number: 1

Chelsea High - International
Chelsea Schools 617-466-5034
299 Everett Avenue

P. Pilcher
15-627
9-8-14

Tax Exempt Number: 04-6001384

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00

ACCT NO 19192324-542500

THE CITY WILL NOT BE LIABLE FOR GOODS OR SERVICES FURNISHED WITHOUT A SIGNED PURCHASE ORDER.

VENDOR
IXL LEARNING
777 MARINERS ISLAND BLVD
SUITE 600
SAN MATEO, CA 94404

SHIP TO
Chelsea High - International
Chelsea Schools 617-466-5034
299 Everett Avenue
Chelsea, MA 02150

TERMS/CONDITIONS 372-4301 Requisition 00025549 Delivery Reference RICHARD PILCHER

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/03/14	018420	06/30/15		CHS - INTERNATIONAL	
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	1 YR OF QUIA WEB 4 TEACHER LICENSE	Each	1.00	196.00000	196.00
	NO SHIPPING & HANDLING NOT TO EXCEED AMOUNT OF PURCHASE ORDER ANY CHANGES OVER THE PURCHASE ORDER AMOUNT HAVE TO BE APPROVED IN WRITING OR CALL RICHARD PILCHER (617-466-5005) REFERENCE PO# ON ALL INVOICES REFERENCE DELIVERY ATTENTION NAME ON ALL BOXES				
	19192324-542500				196.00
	INV # : S.261176				
	INV DATE : 9/15/14				
	INV Amt + 196.00				
	Date pd : 10/31/14				
				PO Total	196.00
				Bal	196.00
					-0-

CONTRACT TERMS & CONDITIONS ON BACK
City Solicitor _____
City Manager _____

Approved by: *Dygh Coch*
CHIEF PROCUREMENT OFFICER



QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE #312710-0814
DATE: AUGUST 8, 2014

TO:
Richard Pflcher
Chelsea High - International
299 Everett Ave.
Chelsea, MA 02150

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	TERMS
	A10-312710	September 15, 2014 – September 15, 2015	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 yr. Quia Web License (4 teachers)	\$196.00	\$196.00

SUBTOTAL	\$196.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	\$196.00

Ordering Instructions:

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@quia.com. Please be sure to list the quote number on your payment or purchase order.

AUDITING COPY

**CITY OF CHELSEA
BILL TO:**

PURCHASE ORDER # 00001104-00 **FY** 2015
Page Number: 1

Asst Supt Program Development
Chelsea Schools 617-466-4458
500 Broadway-RR. 219

Tax Exempt Number: 04-6001384

10/22/14

FOR ALL CONTRACTS FOR GOODS AND SERVICES UP TO \$25,000.00

ACCT NO
239415-530400

THE CITY WILL NOT BE LIABLE FOR GOODS OR SERVICES FURNISHED WITHOUT A SIGNED PURCHASE ORDER.

VENDOR
ACHIEVEMENT NETWORK, LTD
225 FRIEND STREET
SUITE 704
BOSTON, MA 02114-1818

SHIP TO
Asst Supt Program Development
Chelsea Schools 617-466-4458
500 Broadway-RR. 219
Chelsea, MA 02150

TERMS/CONDITIONS: Tel 617-725-0000 Requisition: 00027866 Delivery Reference: Linda Breaux

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
08/25/14	019029	08/31/14	2514-14	PROGRAM DEVELOPMENT

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	CPS will contract w/Anet to continue to implement the program @ the WSTA, Browne, Sokolowski, Clark Ave, Berkowitz, Hooks and Kelly Schools for the 2014-2015 School Year. ANET will provide resources, platform, assessment materials, analysis, logistics, reporting, training, coaching and network events per attached scope of services. 239415-530400	Each	1.00	255000.00000	255,000.00

CONTRACT TERMS & CONDITIONS ON BACK
City Solicitor _____
City Manager _____

Approved by: 
CHIEF PROCUREMENT OFFICER

CITY OF CHELSEA
CONTRACT FOR SERVICES
AMENDMENT #1

CONTRACT NO. 2014-16

The above contract between the City of Chelsea and

Achievement Network, LTD
225 Friend St, Suite 704
Boston, MA 02114

is hereby amended as follows:

Section 1. ARTICLE II is deleted and replaced with the following new ARTICLE II:

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed \$255,000.00 and the Contractor ~~De~~ *AT* agrees to perform the services detailed in the Contract. The Contract shall commence on or about July 1, 2014 (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than June 30, 2015, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

Section 2. All other terms and conditions remain the same in accordance with the original contract dated June 15, 2014 as amended.

THE CONTRACTOR

The Achievement Network LTD
Company Name

Corporation
Status (Corporation/Non-corporate)

Amel CFO
Signature & Title

Natasha Telesme CFO
Please Print Name & Title

6/25/14
Date

203 289 870
Taxpayer Identification Number

Approved as to Contract Manager

Mary M. Bourque
Mary M. Bourque Date
Superintendent of Schools
City of Chelsea

7/21/2014

CITY MANAGER

Jay Ash 10/22/14
Jay Ash Date

Dylan Cook 6/16/14
Dylan Cook Date
Procurement Officer

APPROVED AS TO FORM:

Cheryl Watson 10/17/14
Cheryl Watson Date
City Solicitor

I CERTIFY THAT FUNDS HAVE BEEN
ENCUMBERED IN THE AMOUNT OF
\$255,000.00 FOR THIS CONTRACT
APPROPRIATION NUMBER:
239415-530600

Edward M. Dunn 10/17/14
Edward M. Dunn Date
City Auditor

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, Natasha Teestord,
(first and last name)

an employee at The Achievement Network, LTD
(name of vendor)

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011, on

6/25/14.
(date)

The City has a requirement for compliance, which is to make sure that all vendors are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (not the Summary) to the Chelsea Procurement Office.

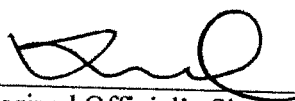
The "Acknowledgment of Receipt" must be submitted along with any purchase order or contract with the City of Chelsea

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: 6/25/14

The Achievement Network
Name of Company or Corporation

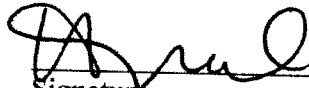

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.



Signature

203 - 289 - 870

Social Security or Federal ID No.

06/25/14

Date

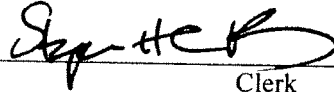
BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of The Achievement Network, held on 10/17/13, at which time all voted that Natasha Telesford of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person Natasha Telesford under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,

ATTEST:


Clerk

PLACE OF BUSINESS:

225 Friend Street
Boston, MA 02114

DATE OF THIS CONTRACT:

6/25/14

I hereby certify that I am the Clerk of The Achievement Network and that Natasha Telesford is duly elected CFO of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.


(Clerk's Signature)

(CORPORATE SEAL)