



CONTRACT FOR SERVICE

DOCUMENT NO. 12-90-394



**ENTERPRISE E-MAIL MARKETING PLATFORM
FOR
COOK COUNTY BUREAU OF TECHNOLOGY**

WITH: SILVERPOP SYSTEMS INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ# 105578

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Silverpop Systems, Inc.**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **Cook County Bureau of Technology**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires an Enterprise E-mail Marketing Platform.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County September 1, 2013 through August 31, 2015.

III. PAYMENT

In no case shall such charges exceed the amount of **\$113,810.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – VENDOR'S PRICING PROPOSAL
2. EXHIBIT B - SILVERPOP MASTER AGREEMENT

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-90-394 for an Enterprise E-Mail Marketing Platform for the Using Departments described herein, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	2	ENTERPRISE EMAIL MARKETING PLATFORM AS PER EXHIBIT "A" HEREIN.

GRAND TOTAL: \$113,810.00

**PART II
GENERAL CONDITIONS
SUPPLY/SERVICE**

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer.

In the event substantially all of the stock or assets of the Contractor have been assumed by a successor and said successor has assumed all of the obligations of the Contractor hereunder, the Contractor shall provide sixty (60) days notice of the event to the Chief Procurement Officer. In this limited circumstance, the approval of the CPO shall not be unreasonably withheld. The unauthorized subcontracting or assignment of the Contract, in whole or in part, shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with performance of the Contract, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure. The County expressly acknowledges and understands that the Contractor uses the services of certain co-location datacenters, which shall not constitute "subcontractors" as contemplated by this General Condition GC-01

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel (if any) to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others

who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with applicable law of each applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(d) Broad Form Property Damage Liability;

Cross Liability.

(c) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(b) **Insurance Notices**

Prior to the date on which Contractor commences performance of its part of the work, and upon request from the County from time to time, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

[Intentionally Omitted].

GC-05 INDEMNIFICATION

[Intentionally Omitted] See Exhibit B for indemnification language.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Products and Services for which payment is requested. Unless otherwise set forth in the Order, the County will pay all amounts due to Contractor under this Contract, including, without limitation, all fees, expenses for the Products and Services as set forth on one or more orders ("Fees") within sixty (60) days after the date of the applicable invoice. The invoice shall be directed to:

Bureau of Technology
Cook County
69 W Washington

Ste 2700
Chicago, IL 60602

All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties

GC-07 PREPAID FEES

This GC-07 shall only apply in the event the County determines that this Contract is terminated, as a result of Contractor's failure to cure Default and the Contract is terminated for cause by the County:

Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within thirty (30) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

[Intentionally Omitted]

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided on behalf of the County by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the other party and to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within fifteen (15) days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their legal and/or contractual remedies, if any, if no resolution is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing. Notwithstanding the foregoing, this provision shall not apply in the limited instance that there is a dispute involving the County's payment of amounts due under the Contract to the Contractor. In such a case, the Contractor is entitled to send the County a Notice of Default pursuant to GC-12.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default. In the event Contractor is in default as set forth above and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination, following which the County shall only be obligated to pay all undisputed amounts payable under the Contract through the date of termination. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract written notice to the County, which notice shall set forth the effective date of termination, and shall further have the right to recover from the County all undisputed amounts payable under the Contract, as well as all sums remaining unpaid for products and services ordered under the Contract.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The Chief Procurement Officer shall have the authority to execute amendments to contracts in an amount less than \$150,000.00, provided that any such amendment does not extend the Contract by more than one (1) year. However, Board approval shall be required for any procurement of the same or similar supplies, goods, equipment or services which would result in the aggregate amount of such procurements from the same Contractor by the same Using Department is equal to or exceeds \$150,000.00 The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to defend the County, its officers, agents, employees and affiliates in accordance with the intellectual property indemnification language set forth in Exhibit B.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE**

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit

a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Contractor's compliance shall be limited to the certifications set forth in Contractor's EDS Pages with this Contract. Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602

(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Products and Services, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; a description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, at any time by notice in writing from the County to the Contractor. The effective date of such termination shall be listed on the notice. Effective as of the date on the notice, Contractor shall refrain from incurring any further costs with respect to the Contract except as specifically approved by the Chief Procurement Officer; provided, however, notwithstanding the foregoing, in the event of a termination by the County for convenience pursuant to this GC-24, the Contractor shall have the right to recover from the County all undisputed amounts payable under the Contract, as well as all sums remaining unpaid for products and services ordered under the Contract.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

GC-9

SS 11.1.11

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Products and Services to the Director of the Using Department prior to or at the time of delivery. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

GC-27 STANDARD OF DELIVERABLES

[Intentionally Omitted]

GC-28 DELIVERY

[Intentionally Omitted]

GC-29 QUANTITIES

[Intentionally Omitted].

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Part I of this Contract
2. Part II. General Conditions
3. Exhibit A Price Quote
4. Exhibit B Silverpop Master Agreement
5. Economic Disclosure Statement (EDS Pages)

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County except if and to the extent such information or data is utilized in an aggregated, anonymous way with other information and data, such that the results thereof are not attributable or identifiable of County, directly or indirectly, in any way. Notwithstanding the foregoing, Contractor may not use the aggregated data except for statistical reporting purposes. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor

irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the end of the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof, then in the Contractor's possession. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) year after the end of the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract then in such subcontractor's possession.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or upon mutual agreement of the parties, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. In addition, the County agrees that any additional or different terms contained or referenced in, or attached to any County-generated purchase order that conflict with this Contract or any amendment executed thereafter is not intended to be made part of these contract terms..

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence, including but not limited to acts of God, acts of war, fires, lightning, floods, epidemics, riots, strikes, internet outage or performance problems, computer viruses, hackers, terrorism, and changes to laws or governmental regulations..

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment

compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

CONTRACT NO. 12-90-394

EXHIBIT "A"
PRICE QUOTE



ORDER

Form # M-2371

Client Information

Client: County of Cook
Address 1: 69 W. Washington Street
Suite 2700
Address 2: Chicago, IL
Zip/Post Code: 60602
Country: United States of America

Client User Contact

Name: Sebastian James
Address 1: 69 W. Washington Street
Suite 2700
Address 2: Chicago, IL
Zip/Post Code: 60602
Country: United States of America
Phone: (312) 603-1407
Fax:
Email: sebastian.james@cookcountyil.gov

Client Billing Contact

Name: Sebastian James
Address 1: 69 W. Washington Street
Suite 2700
Address 2: Chicago, IL
Zip/Post Code: 60602
Country: United States of America
Phone: (312) 603-1407
Fax:
Email: sebastian.james@cookcountyil.gov

The above-referenced party ("Client") hereby orders from Silverpop Systems Inc. ("Silverpop") the Products and Services described in this Order. This Order is effective as of the Effective Date (defined below) and is subject to, and governed by, the Agreement which the Parties acknowledge remains in full force and effect for the duration of the Term of this Order.

1. **Definitions.** Capitalized terms herein have the same meaning as set forth in the Agreement. In addition to terms defined in the Agreement, the following terms shall have the following meanings, for purposes of this Order:

- 1.1 "Effective Date" means the date of the last signature to the Order unless a different Effective Date is stated in the Order.
- 1.2 "UOM" means unit of measure.

2. **Term.**

Order #	Term (# months)	Effective Dates of Order	
		From	Through
24650	1 - 12	09/01/2013	08/31/2014
26157	13 - 24	09/01/2014	08/31/2015

2.1 This Order shall have a term for the number of months or groups of months set forth above ("Term"), beginning on the Effective Date.

3. Products and Services.

Currency is USD (\$)

Description	Quantity	UOM	Price	Period	Billed	Total in Term
Term 1 - 12, 09/01/2013 - 08/31/2014						
Engage: Email Volume	5,105,000	Messages	\$ 0.0100000	12	Annually	\$ 51,050.00
Engage: Term Support Fee	1	Month	\$ 425.42	12	Annually	\$ 5,105.00
Survey: Respondents (No Commit)	0	Responses	\$ 0.0500000	12	Month	\$ 0.00
Survey: Term License Fee	1	Month	\$ 0.00	12	Annually	\$ 0.00
Engage:API	1	Month	\$ 0.00	12	Annually	\$ 0.00
Custom Domain Setup	1	Each	\$ 1,500.00	One Time	One Time	\$ 1,500.00
Term 13 - 24, 09/01/2014 - 08/31/2015						
Engage: Email Volume	5,105,000	Messages	\$ 0.0100000	12	Annually	\$ 51,050.00
Engage: Term Support Fee	1	Month	\$ 425.42	12	Annually	\$ 5,105.00
Survey: Respondents (No Commit)	0	Responses	\$ 0.0500000	12	Month	\$ 0.00
Survey: Term License Fee	1	Month	\$ 0.00	12	Annually	\$ 0.00
Engage:API	1	Month	\$ 0.00	12	Annually	\$ 0.00

Total Fees	
License:	\$ 0.00
Support:	\$ 10,210.00
One Time:	\$ 1,500.00
Minimum Message Commitment:	\$ 102,100.00
TOTAL:	\$ 113,810.00

Additional Fees (may apply based on message content or mail settings)
Term 1 - 12, 09/01/2013 - 08/31/2014
Inbox Monitoring - per mailing (\$ 5.00000)
Additional per message for Video (each 30 seconds) - per Message (\$ 0.01000)
Additional per message for Audio (each 30 seconds) - per Message (\$ 0.01000)
Term 13 - 24, 09/01/2014 - 08/31/2015
Inbox Monitoring - per mailing (\$ 5.00000)
Additional per message for Video (each 30 seconds) - per Message (\$ 0.01000)
Additional per message for Audio (each 30 seconds) - per Message (\$ 0.01000)

Schedule A

Engage: Email Volume	<p>Silverpop Engage is a web-based SaaS application that enables customers to: import and manage list data; create, manage and distribute email creative; and report on recipient email activity. Access to Silverpop Engage includes all Silverpop Engage features including: Dynamic Content, Send Time Optimization, Share-to-Social, Relational Tables, Analytics Reporting, Landing Pages and a wide range of other features. Silverpop Engage email volume means the Client volume commitment for all non-test messages sent from Silverpop Engage during the entire contract term.</p> <p>Silverpop Landing Pages enable a client to create and host HTML web-pages and their associated content. Content for said pages is provided by the client, client's users, or third parties. Engage License fee includes access to Landing Pages. Content storage is limited to 1GB per organization.</p> <p>Additional system requirements and limitations can be found at in the Knowledgebase under the title 'Silverpop Engage Requirements and Limitations'.</p>
Engage: Term Support Fee	<p>Silverpop offers two channels for technical support:</p> <ol style="list-style-type: none"> 1) Online support through our support portal found at www.silverpop.com/support 2) Standard phone support is available 24 hours a day during the following time windows: <ul style="list-style-type: none"> - EST: Sun. 2 p.m. - Sat. 12 a.m. - GMT: Sun. 7 p.m. - Sat. 5 a.m. - AEDT: Mon. 6 a.m. - Sat. 4 p.m. <p>After Hour, on-call support is also available. After hours support requests must initiated by logging into the support portal.</p>
Survey: Respondents	<p>A Silverpop Survey respondent is categorized as any completed submission of an active survey. Respondents to survey tests using Preview or Test links are not included in this calculation.</p>
Survey: Term License Fee	<p>"Silverpop Survey Service" enables Client to create, manage and deploy electronic forms capable of receiving direct data input from recipients. Content for said forms is provided by Client, Client's Users, or third parties. Survey access requires a license to Silverpop Engage.</p>
Engage:API	<p>Access to and use of the XML and SOAP APIs for Silverpop's Engage product. Access to the APIs includes detailed documentation and code samples.</p>
Custom Domain Setup	<p>Custom domain setup includes the configuration of and DNS changes associated with the use of a custom-branded domain to be used in Silverpop Engage links that appear in customer messages. Custom domains make use of the branding of the customer's domain such as "email.customerdomain.com" in lieu of more generic Silverpop domains such as "clicks.rmo4.net". Limitations include, but are not limited to, the use of one custom domain per Silverpop Engage organization.</p>

CONTRACT NO. 12-90-394

EXHIBIT "B"

SILVERPOP MASTER AGREEMENT

EXHIBIT B

MASTER AGREEMENT

THIS MASTER AGREEMENT IS EXHIBIT B TO THE GENERAL CONDITIONS SUPPLY/SERVICE (THE "GENERAL CONDITIONS") BY AND BETWEEN SILVERPOP AND CLIENT. FOR THE AVOIDANCE OF DOUBTS, ALL REFERENCES HEREIN TO "SILVERPOP" ARE REFERENCES TO "CONTRACTOR" AS DEFINED IN THE GENERAL CONDITIONS, AND ALL REFERENCES IN THE GENERAL CONDITIONS TO "COUNTY" ARE REFERENCES TO HEREINTO "CLIENT" ARE REFERENCES TO "THE COUNTY" AS DEFINED IN THE GENERAL CONDITIONS.

1. **DEFINITIONS.** In addition to any other terms defined in this Agreement, the following terms will have the following meanings in this Agreement:
 - 1.1. **Agreement** means this Exhibit B - Master Agreement and any schedules or Orders under this Master Agreement, collectively with the General Conditions.
 - 1.2. **Content** means text, photographs, slides, graphics, drawings, artwork, audio, video, email lists or information contained in any database, template, message, audio, or any other form of audio or visual effect in any media now or hereinafter developed by Client, its licensors, vendors and End users, including without limitation the content of Message(s) and content contained on web sites which are accessible via hyperlinks placed within Messages.
 - 1.3. **End user** means an employee or independent contractor of Client whom is informed of the terms of the Agreement and uses the Products and Services solely on behalf of Client.
 - 1.4. **Intellectual Property Rights** mean, collectively, any patents, trade secrets, copyrights, trademarks, moral rights, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other jurisdiction, in each case now existing or hereafter developed during the term of this Agreement.
 - 1.5. **Message** means any and all written, electronic, or other materials and Content provided by Client or End Users which may be implemented or distributed by Silverpop through its network servers.
 - 1.6. **Order** means the order form, statement of work, or purchase order signed by both parties for particular Product(s) or Service(s).
 - 1.7. **Products** mean any proprietary software products, hosted "software as a service", application programming interface ("API") or other product provided by Silverpop for use by Client, as listed in one or more Orders.
 - 1.8. **Services** mean all services provided by Silverpop under this Agreement, whether designated as a part of the Products or otherwise, as described in one or more Orders.
2. **TERM AND TERMINATION.**
 - 2.1. **Generally.** [Intentionally Omitted]
 - 2.2. **Default.** [Intentionally Omitted]
 - 2.3. **Effect of Termination.** [Intentionally Omitted]
 - 2.4. **Survival.** Those provisions of the Agreement that by their nature and context are intended to survive the termination of this Agreement (including without limitation Sections 4, 5, 6, 7, 8, 9 and 10 of this Exhibit B and GC-13, GC-14, GC-24, GC-25, GC-30, GC-32, GC-34, GC-35, and GC-37) shall survive any termination of this Agreement.
3. **FEEES AND PAYMENT TERMS.**
 - 3.1. **Payments.** Client will pay all amounts due to Silverpop under this Agreement, including, without limitation, all fees, expenses and applicable taxes for the Products and Services as set forth on one or more Orders ("Fees") within sixty (60) days after the date of the applicable invoice. Invoices may be submitted in either hard copy format via mail or electronically via email in Adobe .pdf format. Client shall pay all sales, use, personal property or other taxes associated with the Products and Services purchased under an Order, except for taxes based upon Silverpop's net income.
 - 3.2. **Overdue Accounts.** If Client fails to pay an invoice within sixty (60) days after the date of the invoice, such failure shall be a material breach of the Contract and if the County fails to cure such breach in accordance with the default and provisions of Part II, General Conditions - GC-12, then Silverpop may terminate the Contract upon notice to the County in accordance with Part II, General Conditions - GC 14.
4. **INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES.**
 - 4.1. Silverpop owns all right, title and interest in and to its Intellectual Property Rights, including without limitation the Products and Services and any improvement, customization or integration thereof. Client and Silverpop agree to take all reasonable steps to effectuate this provision.
 - 4.2. Client owns all right, title and interest in and to its Intellectual Property Rights, including any Content, Messages, or email lists used or provided by Client. Client hereby grants to Silverpop a license to use, distribute, perform and display Content and Messages solely for purposes of fulfilling its obligations to Client. At no time shall Silverpop prohibit Client from accessing or retrieving its Intellectual Property, Content or Messages via the Products and Services purchased hereunder during the Term of this Contract.
 - 4.3. Client will not, nor authorize any third party or its customers to: (a) modify, adapt, translate, reverse engineer, decompile, disassemble, translate, or otherwise attempt to discover the source code of the Products and Services; (b) view or disclose the source code of the Products and Services to anyone; (c) assign, sublicense, pledge, lease, rent, sell, or distribute commercially the Products or Services; or (d) modify, make, sell or create derivative works based upon the Products or Services.
 - 4.4. Silverpop hereby grants to Client a revocable, non-assignable, limited license to use the Products and Services in the intended manner for Client's internal business purposes for the Term of this Contract, provided that Client will not move, remove, or modify any proprietary markings, design credit(s), or hyperlinks which are provided with the Products and Services. The license granted

herein extends to End Users, provided however Client remains responsible for the use of the Products and Services by such End Users

5. CLIENT REPRESENTATIONS AND WARRANTIES.

- 5.1. Client represents and warrants that Content and Messages: (a) will not violate any third party's patent, copyright, trade secret or other intellectual property rights, and that Client holds all rights and licenses to permit the use of Content and Messages, by itself and Silverpop, as contemplated under this Agreement; (b) will not contain material that is defamatory, slanderous, libelous, or obscene, portray any person in a false light, constitute an invasion of any right to privacy or an infringement of any right to publicity, or otherwise violate any rights of any third party; (c) will comply with the Terms of the Use set forth on Schedule A and all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices, including without limitation the CAN-SPAM Act of 2003; and (d) will not otherwise expose either Party to criminal or civil liability.

6. SILVERPOP REPRESENTATIONS AND WARRANTIES.

- 6.1. Silverpop represents and warrants that the Products and Services will (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) materially conform with the specifications (if any) set forth in the description of Products and Services in the applicable Order(s) and applicable privacy laws. In the event that the Products and Services have material nonconformities, Silverpop will use commercially reasonable efforts at its expense to correct such nonconformities in the Products and Services. If Silverpop determines that it is unable to correct such nonconformities through commercially reasonable efforts, Silverpop will refund Client the amount paid to Silverpop, if any, for such nonconforming Products and Services. The remedies set forth in this Section 6.1 will be Client's sole remedies in the event of material nonconformities with the Products and Services.
- 6.2. Silverpop hereby represents and warrants that it owns all right, title and interest in the Products and Services. Silverpop represents and warrants that the normal, anticipated use of the Products and Services will not violate any third party's patent, copyright, trade secret or other intellectual property rights. Silverpop's entire liability and obligation, and Client's exclusive remedy, for claims under this Section 6.2 is set forth in Section 8.1(A) below.
- 6.3. Silverpop shall maintain its network and systems security in a manner consistent with prevailing industry standards. Upon thirty (30) days prior written notice, Silverpop will reasonably make available its personnel, documentation, facilities, and other resources which are applicable to this Agreement, for due diligence to be conducted by Client or a mutually agreeable third party (approval of which shall not be unreasonably withheld or delayed by Silverpop).
- 6.4. EXCEPT AS SET FORTH IN SECTION 6, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SILVERPOP DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. LIMITATION OF LIABILITY.

- 7.1. In no event will either Party's liability to the other Party (or any third party) under this Agreement, however caused, and whether arising under contract, tort (including negligence) or any other theory of liability, exceed five (5) times the Fees payable by Client to Silverpop during the prior twelve (12) months under this Agreement; provided, however, the foregoing shall not apply (a) with respect to any breach by Silverpop of its obligations pursuant to Section 6.3 of this Agreement that results in a Data Breach (as defined below) and Silverpop's obligations set forth in Section 8.1(B), in which case in no event will Silverpop's aggregate liability under those Sections exceed five (5) times the Fees payable by Client to Silverpop during the prior twenty four (24) months under this Agreement, and (b) with respect to Silverpop's obligations set forth in Section 8.1(A), in which case Silverpop's obligations are not subject to any contractual limitation on liability. In addition to the foregoing, in no event shall either Party be liable to the other for costs of procurement of substitute goods or services. For the purposes of this Agreement, "Data Breach" means any an event where Client's Confidential Information is downloaded or otherwise removed from Silverpop's custody or Silverpop has demonstrable evidence by way of audit log or otherwise that Client's Confidential Information was accessed or copied by third parties in violation of this Agreement. Except in connection with Silverpop's obligations pursuant to Section 8.1(A), neither Party shall be liable to the other Party for any special, consequential, incidental or indirect damages, however caused or based on any theory of liability, arising out of this agreement, whether or not such Party has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.
- 7.2. Client acknowledges and agrees to the following: (a) email messages are the basic element of the Silverpop Products and Services, and are distributed over the Internet; (b) email messages are created and distributed by Silverpop consistent with industry standards which may not address all problems associated with the delivery of email messages via the Internet; (c) such industry standards may be amended from time to time; (d) because all servers used by third parties to access the Internet do not implement the same email standards, such differences may impact the effectiveness of the Products and Services or the ability of recipient to access Silverpop emails; (e) congestion over the Internet and data delay may slow the distribution of Messages; (f) neither Party can predict whether the recipients of Messages will actually access Messages, initiate a block on future Messages, elect to opt-out of inclusion on Client's email distribution lists(s), or fail to confirm opt-in inclusion. Silverpop shall not be liable to Client in the event of the occurrence of any of the foregoing events described in this Section
- 7.3. Client acknowledges that Silverpop is acting as an Internet marketing automation system service for the creation and distribution of e-mail, and that Silverpop has no obligation or responsibility to review Content and Messages to determine whether their use or distribution may result in liability to Client, Silverpop, or any third party. Client is solely responsible for all Messages and Content, including the pre-approval thereof.

8. INDEMNIFICATION.

8.1. Silverpop Indemnification. Silverpop shall defend or at its option settle any third party claims: (A) alleging that the Products and Services misappropriate or infringe a third party's patents, copyrights, trademarks, or trade secrets or (B) alleging damages arising from a Data Breach that is the result of Silverpop's breach of its obligations pursuant to Section 6.3 of this Agreement. Silverpop shall pay any and all (i) awards or judgments entered against Client; and (ii), settlements entered into by Silverpop on Client's behalf. Silverpop's obligations under this Section 8.1 are expressly conditioned on (a) Client giving Silverpop prompt written notice of any claims, demand, or suit threatened or instituted against it; (b) Client providing Silverpop (at Silverpop's expense) with all information and assistance necessary to defend or settle such liability or claim; (c) Silverpop having control of the defense and all related settlement negotiations; and (d) Client taking no action that may prejudice Silverpop's ability to defend the claim. In the event use of the Products and Services become, or in Silverpop's reasonable opinion are likely to become, the subject of a claim of infringement as outlined in Section 8.1(A), Silverpop may, at its option and expense: (a) obtain the continuing right to use the Products and Services; or (b) modify the Products and Services or replace them with a functional equivalent so that the Products and Services no longer infringe; or if neither (a) nor (b) is reasonably practicable, (c) terminate the Order with respect to the allegedly infringing Products and Services and refund the unamortized portion of the Fees payable for the remaining period of the term of the Order. THIS SECTION 8.1 STATE SILVERPOP'S ENTIRE LIABILITY AND OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, FOR INFRINGEMENT CLAIMS.

8.2. Client Indemnification. [Intentionally Omitted]

9. CONFIDENTIALITY.

- 9.1 During the course of this Agreement, each Party may disclose to the other Party certain information (either oral, written or digital) including but not limited to, research, product plans, products, services, pricing, customer lists or opportunities, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or financial data (collectively, "Confidential Information"). For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as the "Discloser" and the Party receiving the Confidential Information shall be the "Recipient." Recipient shall hold Discloser's Confidential Information in confidence and shall use its best efforts to protect it pursuant to industry standards. Recipient shall not disclose the Discloser's Confidential Information to any third party, and shall use it for the sole purpose of performing its obligations or exercising its rights under this Agreement. At the conclusion of this Agreement, any Orders and licenses granted under the Agreement shall terminate and Recipient shall either return the Discloser's Confidential Information in its possession (including all copies) or shall, at the Discloser's direction, destroy Discloser's Confidential Information (including all copies) and certify its destruction to the Discloser.
- 9.2 The term "Confidential Information" shall not include any information which: (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Recipient; (b) the Recipient can demonstrate as already in its possession prior to disclosure hereunder or is subsequently disclosed to the Recipient with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by the Recipient without reference to the Discloser's Confidential Information.
- 9.3 Recipient may disclose the Discloser's Confidential Information upon the order of any competent court or government agency; provided that prior to disclosure the Recipient shall inform the Discloser of such order.
- 9.4 Each Party agrees that its obligations in Section 9 are necessary and reasonable in order to protect the Discloser and its business, and each Party agrees that the remedy of damages would be inadequate to compensate the Discloser for any breach by the Recipient of its obligations set out under this Section 9. Accordingly, each Party agrees that, in addition to any other remedies that may be available, the Discloser shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient.

Schedule A – Terms of Use

USER PRIVACY

Silverpop considers Messages to be the private correspondence between the Client and the email recipient. Client understands and agrees that technical processing of Messages is and may be required (i) to send and receive Messages; (ii) to conform to the technical requirements of connecting networks; (iii) to conform to the limitations of the Products; (iv) to conform to other, similar technical requirements, or (v) to conform to Silverpop Privacy Policy (<http://www.silverpop.com/privacy-policy-legal/privacy.html>), as updated from time to time, which is incorporated herein by reference.

NO "SPAMMING"

Client will comply with the CAN-SPAM Act of 2003 and will not use any distribution lists with the Products and Services that include persons who have not given permission to be included on such list for the purpose of receiving email communications specifically from Client, unless Client has an existing business or personal relationship with such persons. Client is required to include a valid opt-out mechanism in each Message.

NO RESALE OR COMMERCIAL USE OF THE SERVICE

Client's right to use the Products and Services is personal to Client. Client shall not resell the Products and Services or provide third parties with access to the Products and Services without the express, prior, written consent of Silverpop.

USER CONDUCT

Client will not use the Products and Services for any purpose that is unlawful or prohibited by these Terms of Use. By way of example, and without limitation, Client shall not use the Products and Services:

1. to publish, distribute or disseminate any obscene, sexually explicit, pornographic, or unlawful material or information;
2. to harm minors in any way;
3. to harvest or otherwise collect information about others, including without limitation email addresses and email interception, without their consent;
4. to create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message or forge message headers or manipulate identifiers to disguise origin of transmission;
5. to transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
6. to interfere with or disrupt the Products, networks or servers connected to the Products or violate the regulations, policies or procedures of such networks or servers;
7. to attempt to gain unauthorized access to the Products, other accounts, computer systems or networks connected to the Products, through password mining or any other means;
8. to violate laws regarding the transmission of technical data or software exported from the United States through the Products;
9. for illegal purposes;
10. for illegal gambling or betting; or
11. to promote the illegal use of alcohol, firearms or tobacco products;

PRODUCT MAINTENANCE

Periodically, Silverpop will restrict Client's access to some or all of the Products in order to perform maintenance on the Products (including the implementation of bug fixes and upgrades to software and / or hardware). Regularly scheduled maintenance on the Products may be performed between the hours of 12:00 a.m. - 4:00 a.m. EST every Sunday. Silverpop will endeavor to notify Client of any change to the scheduled maintenance window in advance. However, Silverpop reserves the right to conduct unscheduled maintenance without prior notice when necessary on the Products.

DATA RETENTION

Client will retain back-up copies of all Content provided for use in connection with the Products and Services. Silverpop may archive and/or destroy all copies of Messages and Content immediately following termination of the Agreement, and in any event all Messages and Content may be purged from Silverpop's network and systems one hundred and eighty (180) days following distribution, unless otherwise agreed in writing with Client.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____

SEAL

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
<hr/>	
<hr/>	
<hr/>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

See below

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Silverpop expressly excludes the following from its certifications under this EDS:

Section 4 (Disqualification) - certification applies only with respect to Silverpop Systems Inc., and not with respect to any other party, including Silverpop's officers, directors, employees or shareholders*

Section 4(C) (Drug Free Workplace Act)**

Section 4(G) (Macbride Principles) - Not applicable

Section 4 (H) (Living Wage Ordinance)*

Section 5(3) (Child Support Enforcement Ordinance) - certification applies only with respect to Silverpop Systems Inc., and not with respect to any other party, including Silverpop's officers, directors, employees and shareholders*

*Silverpop is a privately held corporation and either does not have or disclose this information

**Silverpop does not maintain a program that conforms to these requirements

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Silverpop Systems Inc. D/B/A: EIN NO.: 58-2511073

Street Address: 200 Galleria Parkway, Suite 1000

City: Atlanta State: GA Zip Code: 30339

Phone No.: 678-247-0500

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>Silverpop is a privately held corporation</u>		
<u>and does not disclose this information</u>		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action. (subject to above)
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed. (subject to above)

T. William Alvey, III
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

balvey@silverpop.com
 E-mail address

Vice President, General Counsel and Chief Privacy Officer, Secretary
 Title

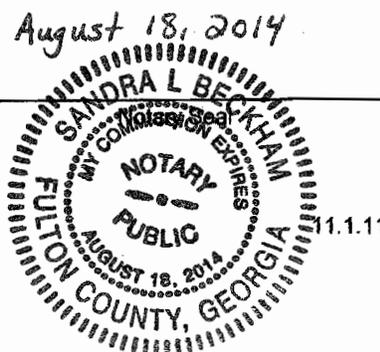
August 20, 2013
 Date

(770) 763-3048
 Phone Number

Subscribed to and sworn before me this 20th day of August 2013

X [Signature]
 Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Silverpop Systems Inc Phone: 678-247-0500

Business Entity Address: 200 Galleria Parkway, Suite 1000, Atlanta, GA 30339

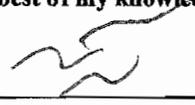
_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

_____ ^X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.


 _____ August 20, 2013
 Owner/Employee's Signature Date

Subscribe and sworn before me this 20th Day of August, 2013

a Notary Public in and for Fulton County, Georgia



 (Signature)

NOTARY PUBLIC
SEAL

My Commission expires August 18, 2014



Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be returned to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Silverpop Systems Inc.

BUSINESS ADDRESS: 200 Galleria Parkway, Suite 1000
Atlanta, GA 30339

BUSINESS TELEPHONE: (678) 247-0500 FAX NUMBER: (678) 302-4394

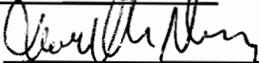
CONTACT PERSON: T. William Alvey III

FEIN: 58-2511073 *IL CORPORATE FILE NUMBER: none 6221-042-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: William C. Nussey VICE PRESIDENT: Kelli Kellar

SECRETARY: T. William Alvey III TREASURER: James K. McCormick

**SIGNATURE OF PRESIDENT: 

ATTEST: _____ (CORPORATE SECRETARY)

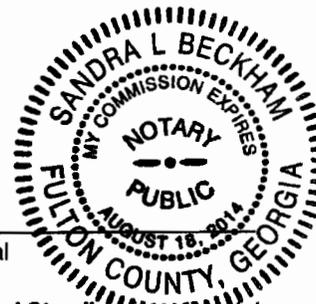
Subscribed and sworn to before me this

20th day of August, 2013.

X 
Notary Public Signature

My commission expires:

August 18, 2014
Notary Seal

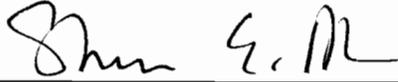


* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the State of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF August, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-90-394

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ **113,810.00**
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)