



OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK
 118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370

THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, SHIPPING PAPERS AND
 DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
 77542

BMC Software Inc
 2101 City West Blvd
 Houston TX 77042

DATE
 12/4/2008
 F.O.B. POINT

PURCHASE ORDER NO.
164880 - 000- OP
 REQUISITION NO.
 00078098 OC

COOK COUNTY FEIN: 36-6006541
 ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
 FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Mgemnt Info Systems - Computer Operatio
 Cook County Building
 118 N. Clark St. RM 700
 Chicago IL 60602-1304

DELIVERY INSTRUCTIONS

DEPT. FOR M.I.S. ROOM 700 MR.
 STAN MOLIS EX 4503

DEPT NO	Page 1 of 1
0121345	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	COMPUTER SOFTWARE COMPUTER SOFTWARE AND COMPUTER SOFTWARE MAINTENANCE AND SUPPORT AS PER CONTRACT 08-41-366 AUTHORIZED BY THE COUNTY BOARD 03/18/2008. CONTRACT PERIOD 03/15/2008 THROUGH 03/14/2013. THIS PO COVERS PERIOD 03/15/2008 THROUGH 03/14/2009. MONTHS 1 THRU 12 OF 60 AMOUNT AUTHORIZED \$1,080,831.00 AMOUNT ENCUMBERED ON THIS PO \$216,166.20 BALANCE TO FOLLOW ON A SEPARATE PO. REQ80120011. Cook County,	.00 JB	.0000	216,166.20	0121345.540180
***** Total Order *****				216,166.20	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

Constance Colby 12-4-08

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number
1648880

Requisition # **OC 78098** Contract # **08-41-2806** Open Date

Ship To: 8000719 Mgmtnt Info Systems - Computer
Cook County Building
118 N. Clark St. RM 700
Chicago IL 60602-1304

Buyer Number 724150 Supervisor 40
Bid/Sole Src Code SSV
Business Unit 0121345
Internal Req Number 8-012-0011
Board App Date & Item
Requisition Date 3/26/2008
Date Needed 3/26/2008

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000 208 COMPUTER SOFTWARE MAINTENANCE AS PER CONTRACT
AUTHORIZED BY THE COUNTY BOARD 03/18/2008.
CONTRACT PERIOD IS 03/15/2008 THRU 03/14/2013.
THIS PO COVERS PERIOD 03/15/2008 THRU 03/14/2009.
MONTH 1 THRU 12 OF 60. AMOUNT AUTHORIZED
\$1,080,831.00. AMOUNT ENCUMBERED ON THIS P.O. IS
\$216,166.20. BALANCE TO FOLLOW ON A SEPERATE PO.
BOARD APPROVED MARCH 18, 2008. ITEM # 40
REF. REQ. 8-012-0011.

BS

Total of Items Ordered 216,166.20

RECEIVED
COMPTROLLER
08 DEC -4 PM 1:14

SOLE SOURCE
DATE TO BUYER/SPEC ENG: 11-10-08
DATE RETURNED TO SUPERVISOR: 11-28-08
(S/B RETURNED FOR SIGN OFF BY THIS DATE)

ON BUDGET HOLD
Name: 21603
Date: 12/14
Removed By: *[Signature]*
Approved By: *[Signature]*

CERTIFICATION
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

[Signature]
BUREAU or DEPARTMENT HEAD

CGA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT #

DATE

BY

08 NOV -6 PM 3:59

BL

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD 40

AGENDA TRANSMITTAL FORM / REQUEST FOR BOARD MEETING OF 03/18/2008

Using Agency 012 - M.I.S Date 02/05/08 Purchase Requisition No 8-012-0011

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

1. Describe item (name/quantity) or services requested: Requesting authorization for the Purchasing Agent to enter into a 5 year contract with BMC Software, Houston, Texas for its Multi-Platform Job Scheduling System and its Data File Maintenance Software. This Software is used to load, back-up and reorganize large IMS and DB2 Data Bases. Fiscal impact (Fiscal year 2008 = \$216,166.20; Fiscal year 2009 = \$216,166.20; Fiscal year 2010 = \$216,166.20; Fiscal year 2011= \$216,166.20; Fiscal year 2012= \$216,166.20)

- 2. What type of transaction are you requesting?
A. () Advertise for bids (go directly to question 5)
B. (X) Enter into a contract
C. () Renewal of existing contract

For the Department for Management of Information Systems

You may check more than one of the following if applicable:

- D. () Increase dollar amount of existing contract
E. () Extend time period of existing contract

3. If you checked 2B through 2E, you must complete all of the following questions:

A. Vendor name and address: BMC SOFTWARE 2101 CITY WEST BLVD. HOUSTON, TEXAS 77042

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding:

B. Reason: This is proprietary software an only available through the Vendor, BMC Software, Inc.

4. If you checked 2C through 2E above, you must complete the following:

Contract No: _____

Amount of original Board approved contract: _____

Board approved date: _____

APPROVED AS AMENDED BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

5. Expiration date of current contract (if applicable): _____

Dates of proposed contract (if applicable): 03/15/2008

03/14/2012



January 25, 2008

Stan,

This proposal letter outlines the specifics of the proposed agreement between Cook County and BMC Software Distribution Inc.

The products that will be included are as follows:

- ULTRAOPT/CICS*
- MAXM Reorg/EP for IMS*
- BMC Administrative Assistant for DB2*
- Control-M for z/OS
- Control-M/Restart

* Current licensed products

This agreement will include support and additional capacity license for current licensed products. It will also include new license and support for the two new products Control-M for z/OS and Control-M/Restart.

The capacity in this new agreement for all products listed above: 1102 MIPS

This new agreement will take effect on March 15, 2008 and go through March 14, 2013.

The cost for this new agreement will be \$1,080,831.

The cost will be spread out over the term equally at \$216,166.20/year.

If not executed by March 31, 2008, this proposal letter expires.

We appreciate the opportunity to continue as a vendor. If you have any questions contact me directly.

Sincerely

Michael Hurtado
BMC Software

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

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 of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S 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 Letters 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 work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation. If the MBE/WBE goals have not been met through direct participation, bidder/proposer shall demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBEs that will act as subcontractors/suppliers/consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Today's Business Solutions
Address: 1920 N. Memorial Way, Suite 100, Houston, Texas 77067
Contact Person: Robert Jimenez Phone: 713-841-8508
Dollar Amount of indirect Participation \$ 385,000
Percent Amount of indirect Participation: 35 %
*Letter of Intent attached? Yes No

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Holly Olszewski (print name)

the Manager - Services (title) and duly authorized representative of

BMC Software, Inc. (Name of Prime Bidder's Company) affirm that all of

the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of

\$ 385,000 which represents the above indicated percentage of 35 % of

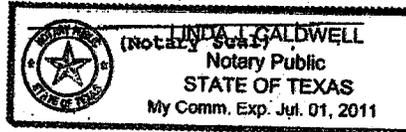
this contract bid amount of \$ 1,100,000.

Holly Olszewski
(Signature of affiant)

2.12.08
(Date)

Subscribed and sworn to before me this 12th day of Feb., 2008.

Linda J. Caldwell
(Notary's signature)



The information provided herein is a good faith estimate based on current agreements in place with the referenced supplier and is subject to change during the term of the contract with Cook County. However, BMC has an active Supplier Diversity program in place and is continually sourcing new small and diverse suppliers to provide goods and services to BMC.

C. GOOD FAITH EFFORTS

Bidder shall mark each appropriate item which describes its good faith efforts in complying with MBE/WBE participation goals. In addition, Bidder shall attach supporting documentation evidencing all steps contractor took in exercising its good faith efforts with respect to each item marked. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- (1) Reviewed directories of available MBEs and WBEs maintained by the County and other state and local governments and agencies prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids;
- (2) Used the services and assistance of the Contract Compliance Office staff and other established MBE/WBE Assist Agencies. (A list of such established MBE/WBE Assist Agencies is available from the Office of Contract Compliance.)
- (3) Made timely written solicitations of available MBEs and WBEs identified on the County's directories as providing relevant services for bids for subcontracts or the supply of goods and services; and provided MBEs and WBEs with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a contractor solicitation;
- (4) Followed up initial solicitation of MBEs and WBEs by contacting them to determine if the enterprises are interested in making bids;
- (5) Advertised in one or more daily newspapers and/or trade publications, for bids by MBEs and WBEs for subcontracts or the supply of goods and services on the contract;
- (6) Engaged MBEs and WBEs for the purchase of goods and services not specifically related to the performance of this contract.
- (7) Attempted to establish joint ventures with MBEs and WBEs;

D. OTHER RELEVANT INFORMATION

Bidder may attach any other appropriate documentation or information relative to its good faith efforts in complying with MBE/WBE participation goals.

2008 GSA Sub-K Plan



PROPOSED
Small Business Subcontracting Plan
Fiscal Year 2008

Federal Supply Service
U.S. General Services Administration

***SUBCONTRACTING PLAN FOR SMALL BUSINESS, SMALL
DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS,
HUBZone SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS
AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
CONCERNS***

Commercial Products Plan

Submitted to the General Services Administration (GSA) by BMC Software, Inc. (Company) pursuant to the requirements of Section 8(d), the Federal Acquisition Regulation (FAR) 19.7, the GSA Office of Enterprise Development, and the GSA's Solicitation Number **FCIS-JB-980001B**.

Identification Data

BMC Software, Inc.
2101 CityWest Blvd.
Houston, TX, 77042, USA

Commercial Products Plan Period: April 1, 2007 through March 31, 2008

I. Definitions:

- a. Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation. (48 CFR 52.219-9(b)).
- b. Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). (48 CFR 52.219-9(b)).
- c. Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract. (48 CFR 52.219-9(b)).
- d. Failure to make a good faith effort to comply with the subcontracting plan means: (1) a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan; or (2) willful or intentional action to frustrate the plan. (See 48 CFR 52.219-16).
- e. Total planned subcontracting dollars means total dollars anticipated to be subcontracted in support of domestic operations where Company has a reasonable choice between large and small vendors. (See 48 CFR 52.219-9(d)(1)).

in performing contracts let by any Federal agency. (48 CFR 52.219-8(a)).

- b. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone Small Business concern, a Veteran-Owned Small Business, a Service-Disabled Veteran-Owned Small Business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women. (48 CFR 52.219-8(d)).
- c. The Company's fiscal year is from April 1 through March 31.

III. Subcontracting Goals:

- a. Goals are expressed in terms of (i) planned subcontracting dollars; and (ii) percentages of total planned subcontracting dollars.
 - 1. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this plan is:

\$285,000,000
 - 2. Estimated dollar value and percentage of planned subcontracting with Large Businesses (all business concerns classified as other than small) is:

\$256,500,000.....90%

II. Purpose:

- a. This subcontracting plan (hereinafter called the "Plan") is submitted in compliance with the policy of the United States Government that small business concerns, HUBZone Small Business concerns, Veteran-Owned Small Business concerns, Service-Disabled Veteran-Owned Small Business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate

3. Estimated dollar value and percentage of planned subcontracting with all Small Business Concerns (including Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns) is:
 - \$28,500,000.....10%
4. Estimated dollar value and percentage of planned subcontracting to Small Disadvantaged Business Concerns is:
 - \$6,250,000..... 2.2%
5. Estimated dollar value and percentage of planned subcontracting to Women-Owned Small Business Concerns is:
 - \$4,250,000.....1.5%
6. Estimated dollar value and percentage of planned subcontracting to HUBZone Small Business Concerns is:
 - \$250,000.....0.1%
7. Estimated dollar value and percentage of planned subcontracting to Veteran-Owned Small Business Concerns is:
 - \$2,250,000.....0.8%
8. Estimated dollar value and percentage of planned subcontracting to Service Disabled Veteran-Owned Small Business Concerns is:
 - \$250,000.....0.1%

b. The description and identification of the anticipated principal types of supplies and services to be subcontracted to Other Than Small Business (OB), Small Business (SB), Small Disadvantaged Business (SD), Women-Owned Small Business (WO), HUBZone Small Business (HZ), Veteran Owned (VO) and Service-Disabled Veteran-Owned (SD) Concerns are as follows:

Subcontracted Supplies/Services	Type of Business Concern					
	OB	SB	SD	WO	HZ	SD/VO
Consulting Services		X		X		
Recruiting Services		X	X	X		
Facilities Planning Services						
Security Services		X	X			
Furniture/Furnishing		X				
Janitorial Services		X	X	X		
Temporary Services		X		X		
Engineering Services		X				
Delivery Services		X	X	X		
Office Supplies/Equip.		X	X	X		
Packaging/Shipping						
Supplies		X	X	X	X	
Printing		X	X	X	X	
Legal Services		X				
Professional Services		X	X	X	X	
Training		X		X		

c. Description of the methods used to develop the subcontracting goals:

Total anticipated subcontracting opportunities for all direct and indirect goods and services for the fiscal period were reviewed to determine a reasonable estimate for annual anticipated dollar volumes.

Current vendor list was used to identify suppliers that may qualify as small business concerns in the establishment of goals. Vendor list was matched against several databases including the Women's Business Enterprise National Council, Department of Defense Central Contractor Registry Dynamic Small Business Search, and city/state databases to identify current vendors certified as small business concerns.

Establishment of goals was based on guidelines established by the Small Business Administration and the General Services Administration.

The practical opportunity for Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to participate in the performance of contracts for goods and services required by the Company in support of its products is very limited because of the nature of software publishing to develop, publish, license, and support products with employed personnel. The achievement of subcontracting goals will primarily rely on creating opportunities for indirect expenses.

Overall objective was to establish reasonable goals for each small and socio-economic business category within this plan which would be monitored and utilized to ensure maximum subcontracting opportunities were provided.

Goals for the current year were established with realistic opportunities for subcontracting within the fiscal year as new policies and procedures are created.

d. Description of Good Faith Effort to provide subcontracting opportunities:

The management of Company understands and supports the objectives of the small business subcontracting program.

The management of Company is committed to affording Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, Disabled Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns the maximum practicable opportunity to perform as subcontractors.

In order to meet its goals or objectives set forth under this plan, goals for future years are set with the intention of increased focus on new policies and procedures to ensure maximum subcontracting activities are provided for small business concerns. The Company has set a goal to increase Small Business Subcontracting spend to 12% of overall procurement spend by 2010 with proportionate increases in each small and socio-economic category.

The Company is implementing an online vendor registration system to allow new small business concerns to submit their qualifications. The small business concerns profile information will be added to a database searchable by The Company's employees for subcontracting opportunities.

The Company is also implementing a spend management reporting tool to identify product and service areas that are not meeting established goals. This information will be used to

focus increased attention on those small and socio-economic business concerns that can support the identified product and service areas. All product and service areas of The Company are open to subcontracting to small business concerns that meet required capabilities.

Source lists to identify small business concerns include the internal vendor registration system and external databases such as the Women's Business Enterprise National Council database, National Minority Supplier Development Council database and the Department of Defense Central Contractor Registry Dynamic Small Business Search database.

Vendors identified using the source lists will be invited to bid on subcontracting opportunities with The Company and will also be invited to bid on subcontracting opportunities with prime suppliers of established contracts. The capabilities of those vendors invited to bid will be evaluated using the same measurement criteria for any vendor wishing to do business with The Company.

Membership in external organizations and sponsorship of networking events to increase visibility of The Company to small business concerns will improve achievement of established goals.

e Indirect or overhead costs have been included in the dollar and percentage subcontracting goals stated above with the following exceptions:

- (1) Salaries, benefits and commissions to employees have not been included.
- (2) Utilities such as telecom and electricity have not been included.
- (3) Sponsorships and contributions to non-profit and community organizations have not been included.
- (4) All other expenses have been included.

f. Those specific items required by Company to conduct business which are in support of other than the BMC Software Distribution, Inc. subsidiary facility/operations, have been identified and are not included as part of the basis of the small and small disadvantaged subcontracting goals.

IV. Program Administrator:

Name, title, and description of duties of the employee who will administer the Company's subcontracting program.

Name:.....W. David Nelson
Title:Senior Director, Global Procurement
Address:2101 CityWest Blvd.
Houston, TX 77042
Telephone:713-918-1413

Description of Duties:

The Program Administrator shall have general overall responsibility for the Company's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties included but are not limited to, the following activities:

- a. Exercise corporate responsibility for administration and continued improvement of the plan.
- b. Encourage buyers and technical personnel to solicit Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns.
- c. Establish and maintain source lists of Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns.
- d. Assist in conducting vendor surveys to determine Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns capabilities.
- e. Conduct a certification program as to the status of suppliers.
- f. Conduct activities to maximize the practical opportunity for Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to participate in the performance of contracts for goods and services required by the Company in support of its products and services.
- g. Include applicable Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns provisions in subcontracts as required by Federal Regulations.
- h. Seek qualified sources to be added to the Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns source lists.
- i. Monitor lower tier subcontractor compliance with Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Subcontracting Plan.
- j. Maintain records and submit required periodic reports and cooperate in studies and surveys as may be required by Federal Agencies or the SBA.

V. Equitable Opportunity:

Efforts that the Company will make to ensure that Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns have an equitable opportunity to compete for subcontracts are as follows:

- a. Outreach efforts to obtain additional sources when required:
 - (1) Contacting minority and small business trade associations.
 - (2) Contacting business development organizations.
 - (3) Requesting sources from the Department of Defense Central Contractor Registry Dynamic Small Business Search, Women's Business Enterprise Council and National Minority Supplier Development Council.

Company is committed to responding to all inquiries from Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns when such inquiries are received.

- b. Internal efforts to guide and encourage purchasing personnel:
 - (1) Encourage procurement personnel to consider as early as possible in the procurement cycle, the potential of Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to respond to either the make or buy situation is assessed, a price/cost analysis accomplished, and a decision rendered as to which avenue of purchasing to pursue, always with consideration of small business sources wherever feasible.
 - (2) Establishing, maintaining and using Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concern source lists, guides and other data for soliciting subcontracts.
 - (3) Monitoring activities to evaluate compliance with the subcontracting plan.

- c. Additional efforts:

The Company, in accordance with the FAR 52.219-1 may reserve the right to suspend and/or debar any person and/or business who misrepresents a firm's status as a Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, or Service-Disabled Veteran-Owned Small Business Concern for the purpose of obtaining a order, contract, or subcontract with the Company, and/or any of its affiliates/subsidiaries in the United States.

VI. Clause Inclusion and Flow Down:

- a. Company will include the clause at 52.219-8 entitled: "Utilization of Small Business Concerns," will be in all subcontracts that offer further subcontracting opportunities.
- b. Company typically manufactures standard commercial, off-the-shelf products for commercial and government customers. It is unlikely that subcontracts for goods or services, which exceed \$550,000 and offer further subcontracting opportunities, will result from award to Company of government contracts. In the event that situation should arise, FAR clause 52.219-8 will be included in any such subcontract (or in all contracts), and the subcontractor (except Small Business Concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility), will be required to adopt a subcontracting plan which complies with FAR clause 52.219-9.
- c. Company will utilize best efforts to monitor such subcontractors to verify compliance with the above requirements.

VII. Reporting and Cooperation:

- a. FAR 52.219-9(d)(10) requires that company (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Summary Subcontract Reports through the eSRS website; and (4) ensure that subcontractors agree to submit Summary Subcontract Reports through the eSRS website in accordance to the following dates:

Calendar Period	Due Date	Report Due
04/01-03/31	04/30	Summary Subcontract Report

Small Business Technical Advisor's address is:

General Services Administration
Federal Supply Service
2200 Crystal Drive, 6th Floor
Crystal Plaza 4
Arlington, VA 22202

Associate Administrator for Small Business Utilization address is:

General Services Administration
Office of Small Business Utilization (E)
1800 F Street NW., Room 6029
Washington, DC 20405

- b. Company expressly reserves the right to designate as confidential appropriate portions of any information submitted in or pursuant to all such reports, surveys or studies.

VIII. Recordkeeping:

Company will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in the subcontracting plan:

- a. Source lists of qualified Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns referred to buyers.
- b. Educational activities or trade shows attended or conducted.
- c. Approved supplier lists received from cooperating corporations and purchasing councils.
- d. Internal procurement procedures adopted to identify and award subcontracts to such small business firms in support of this plan.
- e. Records of internal guidance provided to buyers through workshops, seminars, training, etc.
- f. Additional Records:

Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business Concerns were solicited, and if not, why not; (2) whether Small Disadvantaged Business Concerns were solicited, and if not, why not; (3) whether Women-Owned Small Business Concerns were solicited and if not, why not, (4) whether HUBZone Small Business Concerns were solicited, and if not, why not, (5) whether Veteran-Owned Small Business Concerns were solicited, and if not, why not, (6) whether Service-Disabled Veteran-Owned Small Business Concerns were solicited, and if not, why not, and (7) if applicable, the reason award was not made to a Small Business Concern.

IX. Timely Payments to Subcontractors:

The Company uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702.

This subcontracting plan was SUBMITTED by:

Name: W. David Nelson
Title: Senior Director, Global Procurement
Signature:
Telephone: 713-918-1413
Date: 05/04/07

This subcontracting plan was ACCEPTED by:

Signature: *TERESA GOULD*
Name: TERESA GOULD
Title: Contracting Officer
General Services Administration
Federal Supply Service
Information Technology Acquisition
Center - FCI
Telephone: 708/ 404-331-1425
Date: 10-25-07

*GSA, FAS
Supply Mgmt Div
QVDCERT
Atlanta, GA*

Comments:

BUREAU OF TECHNOLOGY
DEPARTMENT FOR MANAGEMENT OF INFORMATION SYSTEMS

CONTRACT

ITEM #40

APPROVED AS AMENDED

Transmitting a Communication from

STANLEY A. MOLIS, Director, Department for Management of Information Systems
ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with BMC Software, Houston, Texas, for its multi-platform job scheduling system and its data file maintenance software for the Department for Management of Information Systems. This software is used to load, back-up and reorganize large IMS and DB2 data bases.

Reason: This is proprietary software and only available through the vendor, BMC Software, Inc.

Estimated Fiscal Impact: \$1,080,831.00 (\$216,166.20 per year). Contract period: March 15, 2008 through March 14, 2013. (012-441 Account). Requisition No. 80120011.

Approval of this item would commit Fiscal Year 2008 and future year funds.

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

CONTRACT RENEWAL

ITEM #41

APPROVED

Transmitting a Communication from

MARY JO HORACE, Deputy Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to renew Contract No. 07-41-247 with Environmental Systems Research Institute, Inc. (ESRI), Redlands, California, for software maintenance. This software is used by the Department of Office Technology, Highway Department, Zoning Board of Appeals, Office of the Assessor, the County Clerk's Office, Office of the Sheriff and the Department of Public Health in conjunction with the countywide geographical information system (GIS).

Reason: The vendor, Environmental Systems Research Institute, Inc. is the only company able to provide software and maintenance services.

Estimated Fiscal Impact: \$102,428.00. Contract period: February 26, 2008 through February 25, 2009. (545-441 Account). Requisition No. 85450008.

Sufficient funds are available through the GIS Fund.



PROPOSED
Small Business Subcontracting Plan
Fiscal Year 2008

Federal Supply Service
U.S. General Services Administration

***SUBCONTRACTING PLAN FOR SMALL BUSINESS, SMALL
DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS,
HUBZone SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS
AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
CONCERNS***

Commercial Products Plan

Submitted to the General Services Administration (GSA) by BMC Software, Inc. (Company) pursuant to the requirements of Section 8(d), the Federal Acquisition Regulation (FAR) 19.7, the GSA Office of Enterprise Development, and the GSA's Solicitation Number **FCIS-JB-980001B**.

Identification Data

BMC Software, Inc.
2101 CityWest Blvd.
Houston, TX, 77042, USA

Commercial Products Plan Period: April 1, 2007 through March 31, 2008

I. Definitions:

- a. Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation. (48 CFR 52.219-9(b)).
- b. Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). (48 CFR 52.219-9(b)).
- c. Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract. (48 CFR 52.219-9(b)).
- d. Failure to make a good faith effort to comply with the subcontracting plan means: (1) a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan; or (2) willful or intentional action to frustrate the plan. (See 48 CFR 52.219-16).
- e. Total planned subcontracting dollars means total dollars anticipated to be subcontracted in support of domestic operations where Company has a reasonable choice between large and small vendors. (See 48 CFR 52.219-9(d)(1)).

in performing contracts let by any Federal agency. (48 CFR 52.219-8(a)).

- b. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone Small Business concern, a Veteran-Owned Small Business, a Service-Disabled Veteran-Owned Small Business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women. (48 CFR 52.219-8(d)).
- c. The Company's fiscal year is from April 1 through March 31.

III. Subcontracting Goals:

- a. Goals are expressed in terms of (i) planned subcontracting dollars; and (ii) percentages of total planned subcontracting dollars.
 - 1. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this plan is:

\$285,000,000
 - 2. Estimated dollar value and percentage of planned subcontracting with Large Businesses (all business concerns classified as other than small) is:

\$256,500,000.....90%

II. Purpose:

- a. This subcontracting plan (hereinafter called the "Plan") is submitted in compliance with the policy of the United States Government that small business concerns, HUBZone Small Business concerns, Veteran-Owned Small Business concerns, Service-Disabled Veteran-Owned Small Business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate

3. Estimated dollar value and percentage of planned subcontracting with all Small Business Concerns (including Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns) is:
 \$28,500,000.....10%
4. Estimated dollar value and percentage of planned subcontracting to Small Disadvantaged Business Concerns is:
 \$6,250,000.....2.2%
5. Estimated dollar value and percentage of planned subcontracting to Women-Owned Small Business Concerns is:
 \$4,250,000.....1.5%
6. Estimated dollar value and percentage of planned subcontracting to HUBZone Small Business Concerns is:
 \$250,000.....0.1%
7. Estimated dollar value and percentage of planned subcontracting to Veteran-Owned Small Business Concerns is:
 \$2,250,000.....0.8%
8. Estimated dollar value and percentage of planned subcontracting to Service Disabled Veteran-Owned Small Business Concerns is:
 \$250,000.....0.1%

b. The description and identification of the anticipated principal types of supplies and services to be subcontracted to Other Than Small Business (OB), Small Business (SB), Small Disadvantaged Business (SD), Women-Owned Small Business (WO), HUBZone Small Business (HZ), Veteran Owned (VO) and Service-Disabled Veteran-Owned (SD) Concerns are as follows:

Subcontracted Supplies/Services	Type of Business Concern					
	OB	SB	SD	WO	HZ	SD/VO
Consulting Services		X		X		
Recruiting Services		X	X	X		
Facilities Planning Services						
Security Services		X	X			
Furniture/Furnishing		X				
Janitorial Services		X	X	X		
Temporary Services		X		X		
Engineering Services		X				
Delivery Services		X	X	X		
Office Supplies/Equip		X	X	X		
Packaging/Shipping						
Supplies		X	X	X	X	
Printing		X	X	X	X	
Legal Services		X				
Professional Services		X	X	X	X	
Training		X		X		

c. Description of the methods used to develop the subcontracting goals:

Total anticipated subcontracting opportunities for all direct and indirect goods and services for the fiscal period were reviewed to determine a reasonable estimate for annual anticipated dollar volumes.

Current vendor list was used to identify suppliers that may qualify as small business concerns in the establishment of goals. Vendor list was matched against several databases including the Women's Business Enterprise National Council, Department of Defense Central Contractor Registry Dynamic Small Business Search, and city/state databases to identify current vendors certified as small business concerns.

Establishment of goals was based on guidelines established by the Small Business Administration and the General Services Administration.

The practical opportunity for Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to participate in the performance of contracts for goods and services required by the Company in support of its products is very limited because of the nature of software publishing to develop, publish, license, and support products with employed personnel. The achievement of subcontracting goals will primarily rely on creating opportunities for indirect expenses.

Overall objective was to establish reasonable goals for each small and socio-economic business category within this plan which would be monitored and utilized to ensure maximum subcontracting opportunities were provided.

Goals for the current year were established with realistic opportunities for subcontracting within the fiscal year as new policies and procedures are created.

d. Description of Good Faith Effort to provide subcontracting opportunities:

The management of Company understands and supports the objectives of the small business subcontracting program.

The management of Company is committed to affording Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, Disabled Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns the maximum practicable opportunity to perform as subcontractors.

In order to meet its goals or objectives set forth under this plan, goals for future years are set with the intention of increased focus on new policies and procedures to ensure maximum subcontracting activities are provided for small business concerns. The Company has set a goal to increase Small Business Subcontracting spend to 12% of overall procurement spend by 2010 with proportionate increases in each small and socio-economic category.

The Company is implementing an online vendor registration system to allow new small business concerns to submit their qualifications. The small business concerns profile information will be added to a database searchable by The Company's employees for subcontracting opportunities.

The Company is also implementing a spend management reporting tool to identify product and service areas that are not meeting established goals. This information will be used to

V. Equitable Opportunity:

Efforts that the Company will make to ensure that Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns have an equitable opportunity to compete for subcontracts are as follows:

- a. Outreach efforts to obtain additional sources when required:
 - (1) Contacting minority and small business trade associations.
 - (2) Contacting business development organizations.
 - (3) Requesting sources from the Department of Defense Central Contractor Registry Dynamic Small Business Search, Women's Business Enterprise Council and National Minority Supplier Development Council.

Company is committed to responding to all inquiries from Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns when such inquiries are received.

- b. Internal efforts to guide and encourage purchasing personnel:
 - (1) Encourage procurement personnel to consider as early as possible in the procurement cycle, the potential of Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to respond to either the make or buy situation is assessed, a price/cost analysis accomplished, and a decision rendered as to which avenue of purchasing to pursue, always with consideration of small business sources wherever feasible.
 - (2) Establishing, maintaining and using Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concern source lists, guides and other data for soliciting subcontracts.
 - (3) Monitoring activities to evaluate compliance with the subcontracting plan.

- c. Additional efforts:

The Company, in accordance with the FAR 52.219-1 may reserve the right to suspend and/or debar any person and/or business who misrepresents a firm's status as a Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, or Service-Disabled Veteran-Owned Small Business Concern for the purpose of obtaining a order, contract, or subcontract with the Company, and/or any of its affiliates/subsidiaries in the United States.

VI. Clause Inclusion and Flow Down:

- a. Company will include the clause at 52.219-8 entitled: "Utilization of Small Business Concerns," will be in all subcontracts that offer further subcontracting opportunities.
- b. Company typically manufactures standard commercial, off-the-shelf products for commercial and government customers. It is unlikely that subcontracts for goods or services, which exceed \$550,000 and offer further subcontracting opportunities, will result from award to Company of government contracts. In the event that situation should arise, FAR clause 52.219-8 will be included in any such subcontract (or in all contracts), and the subcontractor (except Small Business Concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility), will be required to adopt a subcontracting plan which complies with FAR clause 52.219-9.
- c. Company will utilize best efforts to monitor such subcontractors to verify compliance with the above requirements.

VII. Reporting and Cooperation:

- a. FAR 52.219-9(d)(10) requires that company (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Summary Subcontract Reports through the eSRS website; and (4) ensure that subcontractors agree to submit Summary Subcontract Reports through the eSRS website in accordance to the following dates:

Calendar Period	Due Date	Report Due
04/01-03/31	04/30	Summary Subcontract Report

Small Business Technical Advisor's address is:

General Services Administration
Federal Supply Service
2200 Crystal Drive, 6th Floor
Crystal Plaza 4
Arlington, VA 22202

Associate Administrator for Small Business Utilization address is:

General Services Administration
Office of Small Business Utilization (E)
1800 F Street NW., Room 6029
Washington, DC 20405

- b. Company expressly reserves the right to designate as confidential appropriate portions of any information submitted in or pursuant to all such reports, surveys or studies.

VIII. Recordkeeping:

Company will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in the subcontracting plan:

- a. Source lists of qualified Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns referred to buyers.
- b. Educational activities or trade shows attended or conducted.
- c. Approved supplier lists received from cooperating corporations and purchasing councils.
- d. Internal procurement procedures adopted to identify and award subcontracts to such small business firms in support of this plan.
- e. Records of internal guidance provided to buyers through workshops, seminars, training, etc.
- f. Additional Records:

Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business Concerns were solicited, and if not, why not; (2) whether Small Disadvantaged Business Concerns were solicited, and if not, why not; (3) whether Women-Owned Small Business Concerns were solicited and if not, why not; (4) whether HUBZone Small Business Concerns were solicited, and if not, why not; (5) whether Veteran-Owned Small Business Concerns were solicited, and if not, why not; (6) whether Service-Disabled Veteran-Owned Small Business Concerns were solicited, and if not, why not; and (7) if applicable, the reason award was not made to a Small Business Concern.

IX. Timely Payments to Subcontractors:

The Company uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702.

This subcontracting plan was SUBMITTED by:

Name: W. David Nelson
 Title: Senior Director, Global Procurement
 Signature:
 Telephone: 713-918-1413
 Date: 05/04/07

This subcontracting plan was ACCEPTED by:

Signature: *TERESA GOULD*
 Name: TERESA GOULD
 Title: Contracting Officer
 General Services Administration
 Federal Supply Service
 Information Technology Acquisition
 Center - FCI
 Telephone: 703/ 404-331-1425
 Date: 10-25-07

*GSA, FAS
 Supply Mgmt Div
 OVDCEA
 Atlanta, GA*

Comments:



January 25, 2008

Stan,

This proposal letter outlines the specifics of the proposed agreement between Cook County and BMC Software Distribution Inc.

The products that will be included are as follows:

- ULTRAOPT/CICS*
- MAXM Reorg/EP for IMS*
- BMC Administrative Assistant for DB2*
- Control-M for z/OS
- Control-M/Restart

* Current licensed products

This agreement will include support and additional capacity license for current licensed products. It will also include new license and support for the two new products Control-M for z/OS and Control-M/Restart.

The capacity in this new agreement for all products listed above: 1102 MIPS

This new agreement will take effect on March 15, 2008 and go through March 14, 2013.

The cost for this new agreement will be \$1,080,831.

The cost will be spread out over the term equally at \$216,166.20/year.

If not executed by March 31, 2008, this proposal letter expires.

We appreciate the opportunity to continue as a vendor. If you have any questions contact me directly.

Sincerely

A handwritten signature in black ink, appearing to read "Michael Hurtado".

Michael Hurtado
BMC Software

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 of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S 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 Letters 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 work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Holly Olszewski (print name)

the Manager - Services (title) and duly authorized representative of

BMC Software, Inc. (Name of Prime Bidder's Company) affirm that all of

the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of

\$ 385,000 which represents the above indicated percentage of 35 % of

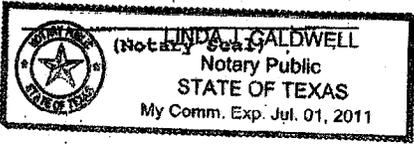
this contract bid amount of \$ 1,100,000.

Holly Olszewski
(Signature of affiant)

2.12.08
(Date)

Subscribed and sworn to before me this 12th day of Feb., 2008.

Linda J. Caldwell
(Notary's Signature)



The information provided herein is a good faith estimate based on current agreements in place with the referenced supplier and is subject to change during the term of the contract with Cook County. However, BMC has an active Supplier Diversity program in place and is continually sourcing new small and diverse suppliers to provide goods and services to BMC.



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

December 22, 2008

Michael Hurtado
BMC Software, Inc.
2101 City West Blvd.
Houston, TX 77042

Ref: Contract No. 08-41-366

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in black ink that reads "Carmen K. Triche-Colvin".

Carmen Triche-Colvin
Purchasing Agent

CTC/mw

Enclosure

cc: Stan Molis



**CONTRACT FOR SERVICE
DOCUMENT NO.08-41-366**



**MAINTENANCE AND SUPPORT, COMPUTER SOFTWARE
FOR**

DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS

WITH: BMC SOFTWARE, INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

DEC 03 2008

COM _____

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

031808

REQ#80320020

1106

**CONTRACT FOR SERVICE
PART I**

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter "County" or "Customer" and BMC Software, Inc., formerly known as BMC Software Distribution, Inc., hereinafter "Contractor" or "BMC", pursuant to authorization by the Cook County Board of Commissioners on the 18th day of March, 2008, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A".

WHEREAS, the County is responsible for procuring goods and services for the Cook County Bureau of Technology ("BOT"); and

WHEREAS, the BOT requires the following Contractor's data file maintenance software, described below, including maintenance, support and upgrades to such software (collectively, "Software and Services"); and

WHEREAS, the Contractor is able and willing to provide such Software and Services on the terms and conditions set forth herein; and

WHEREAS, the County and Contractor, then known as BMC Software Distribution, Inc., previously entered into Contract No. 03-41-733, which was approved by the Cook County Board of Commissioners on June 3, 2003; and

WHEREAS, the County and Contractor agree that upon the execution of this Contract by both parties, Contract No. 03-41-733 shall be considered terminated, null and void; and

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

I. RECITALS

The above recitals are incorporated into this Contract as if fully set forth herein.

II. RELEASE OF CLAIMS

Contractor and County agree that in exchange for the County's execution of this Contract, and effective immediately upon such execution, Contractor, on behalf of itself, the entity formerly known as BMC Software Distribution, Inc., and all of its present, former and future officers, shareholders, employees, attorneys, agents heirs, successors, assigns, affiliates and/or any entity that controls, is controlled by or shares common control with Contractor, or formerly controlled, was controlled by or shared common control with Contractor, knowingly and voluntarily agrees to release and forever discharge the County, including its present, former commissioners, officials, employees, agents and representatives, and their

respective heirs, successors and assigns, from and against any and all lawsuits, claims, demands, charges, damages, fees, costs, and causes of action, known and unknown, arising out of, or relating to (either directly or indirectly) Contract No. 03-41-733, which was made and entered into by and between the County of Cook, Illinois, a body politic and corporate and BMC Software Distribution, Inc. pursuant to authorization by the Cook County Board of Commissioners on April 3, 2003. For purposes of this Section II, Release of Claims, the parties understand and agree that Contract No. 03-41-733 consists of the following documents: (1) single cover page; (2) two-page document entitled "Part I-Agreement; (3) 11-page document entitled "Contract for Service/Part II/General Conditions"; (4) one-page document entitled "Amendment to General Conditions"; (5) one-page document entitled "Exhibit A, Cook County Board Authorization Letter"; (6) five-page document entitled "Technology Solutions Agreement/General Terms"; (7) six-page document entitled "Enterprise License Order"; (8) six-page document entitled "Municipal Master Extended Payment Agreement"; (9) two-page document entitled "Termination Rights Agreement"; and (10) 16-page document entitled "Execution Forms".

The parties agree that the terms of this Section II, Release of Claims, shall survive the termination or expiration of this Contract.

III. CONTRACT TERM

This Contract shall be in effect for sixty (60) months after proper execution of the Contract by the County ("Effective Date"), unless terminated earlier as provided in Part II, General Conditions.

IV. SCOPE OF SERVICES

A. Products

Contractor shall supply the Products listed in the Product Table below:

Product Table

PRODUCTS	Licensed Capacity			Fees		Computer Information and Location	
	Unit of Measurement	Classification	Baseline Capacity	Unit Price	Total Price	Computer Information Manufacturer & Model	Location
ULTRAOPT/CICS	Per MIPS	Per installed server	1102				Chicago, IL
MAXM Reorg/EP for IMS	Per MIPS	Per installed server	1102				Chicago, IL
BMC Administrative Assistant for DB2	Per MIPS	Per installed server	1102				Chicago, IL
Control-M for z/OS	Per MIPS	Per installed server	1102				Chicago, IL
Control-M/Restart	Per MIPS	Per installed server	1102				Chicago, IL
				Fee	\$1,080,831		

B. Payment

The charge for use of the products referenced in the Product Table up to the Licensed Capacity and for Support during the term of this Contract is \$1,080,831.00 ("Fee"). Unless amended upon mutually acceptable terms by the parties, all charges under this Contract shall in no event exceed the sum of \$1,080,831.00. The Fee shall be paid in five annual installments, as follows:

Annual Payment	Payment Due Date
\$216,166.20	30 days after Effective Date ("First Payment Date")
\$216,166.20	12 months after First Payment Date
\$216,166.20	24 months after First Payment Date
\$216,166.20	36 months after First Payment Date
\$216,166.20	48 months after First Payment Date

C. Maintenance, Enhancement and Support

Contractor's maintenance, enhancement and support services (collectively, "Support") are included in the Fee referenced in paragraph B, Payment, above. A description of Support is provided at www.bmc.com/support. Nothing contained at www.bmc.com/support shall be construed to increase or require an increase to, the Fee. Support shall commence upon the Effective Date and shall terminate 60 months thereafter.

D. License Terms

(1) Definitions

"Affiliate" is an entity that controls, is controlled by or shares common control with BMC or Customer, with more than 50% ownership interest.

"Computer" or "Server" has the meaning generally given within the computer industry, which is a single machine, whether a central processing unit, such as a mainframe machine, or a distributed systems machine, such as a Unix or Intel based server. A mainframe machine would be an individual mainframe computer having single or multiple processors or engines.

"Documentation" means the technical publications relating to the software, such as release notes, reference, user, installation, systems administrator and technical guidelines, included with the Product.

"Licensed Capacity" is the amount of each Product licensed as established in the Order. For licenses based on the power of a computer, Customer agrees to use BMC's then current computer classification scheme, which will be provided upon request.

"MIPS Rating" means the aggregate computing power (expressed in millions of instructions per second) of a Computer, using the MIPS rating set forth in the then current Gartner Group Rating Guide.

"Order" means this Contract.

"Product" is the object code of the software and all accompanying Documentation delivered to Customer, including all items delivered by BMC to Customer under Support.

"Support" is the support services program as further specified in this Contract.

"Territory" means Cook County, Illinois.

(2) License

Subject to the terms of this Contract, BMC grants Customer a non-exclusive, non-transferable, perpetual license to exercise the following rights to the Product up to the Licensed Capacity: (a) install on Customer's owned or leased hardware at a facility owned or controlled by Customer in the Territory; (b) operate solely for processing Customer's own data in Customer's business operations, and (c) make one copy of the Product for archival purposes only (collectively a "License"). If the Product design permits modification, then Customer may only use such modifications or new software programs for its internal purposes and otherwise consistent with the License. Affiliates may use and access the Products and Support under the terms of this Contract, and Customer is responsible for its Affiliates compliance with the terms of this Contract.

(3) Restrictions

Customer agrees to not: (a) disassemble, reverse engineer, decompile or otherwise attempt to derive any Product source code from object code, except to the extent expressly permitted by applicable law despite this limitation; (b) distribute or provide the Product to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data, or for rental, lease, or sublicense; (c) provide a third party with the results of any functional evaluation, or performance tests, without BMC's prior written approval; (d) attempt to disable or circumvent any of the licensing mechanisms within the Product; or (e) violate any other usage restrictions contained in the Documentation.

(4) Product Performance Warranty

Except for a trial license as described below, BMC warrants that the Product will perform in substantial accordance with its Documentation for a period of one year from the date of the Order. This warranty will not apply to any problems caused by software other than the Product, hardware not supplied by BMC, or misuse of the Product. No warranty is provided for additional Licensed Capacity.

(5) Limited Remedies

BMC's entire liability, and Customer's exclusive remedy, for breach of the above warranty is limited to: BMC's use of commercially reasonable efforts to remedy defects covered by the warranty or replacement of the defective Product within a reasonable period of time, or if BMC cannot remedy or replace such defective Product within such time period, then BMC will refund the amount paid by Customer for the License for that Product. BMC's obligations in this section are conditioned upon Customer's providing BMC written notice of the claim during the warranty period and full cooperation and access to the Product in resolving any claim.

(6) Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES WHATSOEVER, AND BMC, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BMC DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS CAN BE CORRECTED.

(7) Payments and Delivery

Customer will pay each Fee installment within 45 days after receipt of invoice. The Products will be delivered electronically. Upon request from BMC, Customer agrees to provide BMC with documentation supporting that the designated Product was received electronically. The Products are accepted when delivered, however, such acceptance will not affect the Product Performance Warranty provided in this Contract.

(8) Proprietary Rights and Confidentiality

BMC, its Affiliates or licensors retain all right, title and interest to the Product and all related intellectual property and proprietary rights. The Product and any third party software provided with the Product are protected by applicable copyright, trade secret, industrial and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Product. BMC reserves any rights not expressly granted to Customer. "Confidential Information" means all proprietary or confidential information that is disclosed to the recipient ("Recipient") by the discloser ("Discloser"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to BMC, and its licensors, the Product and any third party software provided with the Product; and (iii) subject to the Illinois Freedom of Information Act, the terms of this Contract, including without limitation, Product pricing information. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; (d) is independently developed by or for Recipient; or (e) is required to be disclosed by applicable law or court order. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Contract.

(9) Disclaimer of Damages

EXCEPT FOR VIOLATION OF PROPRIETARY RIGHTS AND CONFIDENTIALITY (SECTION 8) AND INFRINGEMENT CLAIMS (SECTION 11), NEITHER BMC, ITS AFFILIATES OR BMC'S LICENSORS ARE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS CONTRACT, SUPPORT, THE PRODUCT OR ANY THIRD PARTY CODE OR SOFTWARE PROVIDED WITH THE PRODUCT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF NEGLIGENCE OF A PARTY OR

WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

(10) Limits on Liability

EXCEPT IN THE CASE OF INFRINGEMENT (SECTION 11), OR BREACH OF CONFIDENTIALITY (SECTION 8), BMC'S TOTAL LIABILITY FOR DAMAGES OF ANY KIND IS LIMITED TO THE GREATER OF AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE LICENSE TO THE APPLICABLE PRODUCT GIVING RISE TO SUCH DAMAGES.

(11) Infringement Claims

If a third party asserts a claim against Customer asserting that Customer's use of a Product in accordance with this Contract violates that third-party's patent, trade secret or copyright ("Infringement Claim"), then BMC will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if: Customer promptly notifies BMC of any Infringement Claim, BMC retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by BMC. BMC's obligations above will not apply if the Infringement Claim is based on (i) the use of Product in combination with products not supplied or approved by BMC in writing or in the Product's user manuals, or (ii) the failure of Customer to use any updates to such Product within a reasonable time after such updates are made available to Customer. If BMC believes a Product may violate a right, then BMC will, at its expense: (a) modify the Product, or (b) procure the right to continue using the Product, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Product and (1) for any perpetual licenses, issue a refund based upon the applicable license fees paid, prorated over 48 months from the date of the Order under which the Products are initially licensed; and (2) for any non-perpetual licenses, release Customer from its obligation to make future payments for the Product or issue a pro rata refund for any fees paid in advance. This section contains Customer's exclusive remedies and BMC's sole liability for Infringement Claims.

(12) Termination

BMC may: (i) terminate this Contract and the Licenses to the Products as provided in Section GC-14, Contractor's Remedies, herein.

(13) Audit

If requested by BMC not more than once a year, Customer agrees to deliver to BMC periodic written reports, whether generated manually or electronically, specifying Customer's use of the Product, and allow BMC to perform an audit at Customer's facilities during normal business hours to ensure compliance with the terms of this Contract. Customer agrees to cooperate during any audit and to provide reasonable access to information and systems.

(14) Export Controls

Customer will cooperate with BMC as reasonably necessary to ensure compliance with the laws and regulations of the United States and all the relevant countries, relating to exports (including "deemed" exports and "deemed" re-exports as defined by the Export Administration Regulations) and re-exports ("Export Laws"). Customer may not import, export, re-export or transfer, directly or indirectly, including

via remote access, any part of the BMC Products, or any other BMC information or technology in violation of any such laws and regulations, or without any written governmental authorization required under applicable laws. In particular, but without limitation, none of the Software or the underlying information or technology may be downloaded or otherwise exported or re-exported, directly or indirectly, (a) into (or to a national or resident of) Cuba, Iran, North Korea, Syria or Sudan; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the US Commerce Department's Denied Parties List, the US Commerce Department's Entity List, or the US Commerce Department's Unverified List; or (c) to or for any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use.

(15) Miscellaneous Terms

BMC's Product may consist of software components owned by BMC and components owned by BMC's licensors. BMC shall inform Customer of any notices that are related to third party software components (including open source software) that are included in a Product and that BMC is required to distribute with such Products. These notices will be provided to Customer in the Documentation of the applicable Product. Certain third party technology (collectively the "Open Source Technology") may be included on the same medium or as part of the download of the BMC Product that Customer receives, but is subject to a separate royalty-free/open source license (collectively, the "Open Source Licenses"). This Contract does not modify or abridge any rights or obligations Customer may have related to the Open Source Technology under applicable Open Source Licenses; however, to the extent that Open Source Technology is incorporated into a BMC Product, Customer's rights and remedies under this Contract with respect to such Open Source Technology will apply including, without limitation, warranties, indemnification, license grants and support services, but only for Customer's use of the BMC Product in compliance with the terms of this Contract. Any use of Open Source Technology outside of Customer's licensed use of the applicable BMC Product is subject to the rights and obligations under such Open Source Technology's Open Source License.

VI. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Supply/Service, attached herein.

VII. DOCUMENTS COMPRISING CONTRACT

This Contract is comprised of the following documents:

1. Part I;
2. Part II, General Conditions, Supply/Service;
3. Exhibit A, Board Authorization Letter;
4. Description of Support set forth at www.bmc.com/support, incorporated by reference.

END OF PART I

PART II

GENERAL CONDITIONS SUPPLY/SERVICE SOLE SOURCE

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 Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. 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 Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor 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 Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. 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 Purchasing Agent 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 the Matter, 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 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 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

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is appropriate under the circumstances and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract, subject to Section IV(D)(7), Payments and Delivery of Part I. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor (with the exception of claims for intellectual property infringement, for which the County shall be indemnified as provided for in Section IV(D)(11), Infringement Claims, of Part I. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

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 Deliverables for which payment is requested. 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

[Intentionally deleted]

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

If at any time after the contract award, Contractor make a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

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 provided to the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his opinion to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department.

GC-12 DEFAULT

With the exception of a breach of Contractor's product performance warranty, for which the County's sole remedies are provided for in Section IV(D)(5), Limited Remedies, of Part I, 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 ten (10) 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 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 ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, 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.

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 ninety (90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract and the Licenses to the Products upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Upon any termination of a License, the County will immediately deinstall and stop using the relevant Product, and upon Contractor's request, the County will immediately return such Product to Contractor, together with all related Documentation and copies, or certify its destruction in writing.

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 direct damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners (\$1,080,831.00), **less all amounts paid to Contractor**. In no event shall Contractor be entitled to any special, indirect,

incidental, punitive or 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 parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

[Intentionally deleted]

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.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or

participation in 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 (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/VBE 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-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/VBE commitments in the course of a contractor's performance 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 remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor 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 contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract 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.

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 Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. 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. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent 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; 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 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 PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent 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-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

After making the third annual payment to Contractor under Section IV (B), Payment, of Part I, the County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so

provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

[Intentionally deleted]

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.

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. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall, be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 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 final payment under 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. 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) years after final payment under the subcontract, 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.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make

available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 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-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.

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. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

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 or 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.

END OF SECTION

CONTRACT NO. 08-41-366

EXHIBIT "A"



January 25, 2008

Stan,

This proposal letter outlines the specifics of the proposed agreement between Cook County and BMC Software Distribution Inc.

The products that will be included are as follows:

- ULTRAOPT/CICS*
- MAXM Reorg/EP for IMS*
- BMC Administrative Assistant for DB2*
- Control-M for z/OS
- Control-M/Restart

* Current licensed products

This agreement will include support and additional capacity license for current licensed products. It will also include new license and support for the two new products Control-M for z/OS and Control-M/Restart.

The capacity in this new agreement for all products listed above: 1102 MIPS

This new agreement will take effect on March 15, 2008 and go through March 14, 2013.

The cost for this new agreement will be \$1,080,831.

The cost will be spread out over the term equally at \$216,166.20/year.

If not executed by March 31, 2008, this proposal letter expires.

We appreciate the opportunity to continue as a vendor. If you have any questions contact me directly.

Sincerely

Michael Hurtado
BMC Software

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

INDEX

ECONOMIC DISCLOSURE STATEMENT

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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'S/PROPOSER'S 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 Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its 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 work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
2. Name of MBE/WBE: _____
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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 of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S 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 Letters 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 work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.



III. Indirect Participation of MBE/WBE Firms

Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation. If the MBE/WBE goals have not been met through direct participation, bidder/proposer shall demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBEs that will act as subcontractors/suppliers/consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Today's Business Solutions
Address: 1920 N. Memorial Way, Suite 100, Houston, Texas 77007
Contact Person: Robert Jimenez Phone: 713-861-8508
Dollar Amount of indirect Participation \$ 385,000
Percent Amount of indirect Participation: 35 %
*Letter of Intent attached? Yes No

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, _____ (print name)
the _____ (title) and duly authorized
representative of the _____ (Bidder Proposer firm)
affirm that the foregoing information is true and correct and the services,
supplies, and/or project indicated above will be supplies/performed for the
above indicated total dollar amount \$ _____ which represents the
above indicated total percentage _____ % for the contract amount
\$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this ___ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Holly Olszewski (print name)

the Manager - Services (title) and duly authorized representative of

BMC Software, Inc. (Name of Prime Bidder's Company) affirm that all of

the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of

\$ 385,000 which represents the above indicated percentage of 35 % of

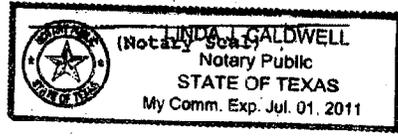
this contract bid amount of \$1,100,000.

Holly Olszewski
(Signature of affiant)

2, 12, 08
(Date)

Subscribed and sworn to before me this 12th day of Feb., 2008.

Linda J. Caldwell
(Notary's Signature)



The information provided herein is a good faith estimate based on current agreements in place with the referenced supplier and is subject to change during the term of the contract with Cook County. However, BMC has an active Supplier Diversity program in place and is continually sourcing new small and diverse suppliers to provide goods and services to BMC.

[Signature]

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- (5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

C. GOOD FAITH EFFORTS

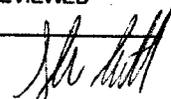
Bidder shall mark each appropriate item which describes its good faith efforts in complying with MBE/WBE participation goals. In addition, Bidder shall attach supporting documentation evidencing all steps contractor took in exercising its good faith efforts with respect to each item marked. If such supporting documentation cannot be submitted with the bid/proposal, such documentation shall be submitted directly to the Office of Contract Compliance no later than three days from the date of bid opening or proposal submission date.

- (1) Reviewed directories of available MBEs and WBEs maintained by the County and other state and local governments and agencies prior to the bid opening to identify qualified MBEs and WBEs for solicitation for bids;
- (2) Used the services and assistance of the Contract Compliance Office staff and other established MBE/WBE Assist Agencies. (A list of such established MBE/WBE Assist Agencies is available from the Office of Contract Compliance.)
- (3) Made timely written solicitations of available MBEs and WBEs identified on the County's directories as providing relevant services for bids for subcontracts or the supply of goods and services; and provided MBEs and WBEs with a convenient and timely opportunity to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs and WBEs to prepare an informed response to a contractor solicitation;
- (4) Followed up initial solicitation of MBEs and WBEs by contacting them to determine if the enterprises are interested in making bids;
- (5) Advertised in one or more daily newspapers and/or trade publications, for bids by MBEs and WBEs for subcontracts or the supply of goods and services on the contract;
- (6) Engaged MBEs and WBEs for the purchase of goods and services not specifically related to the performance of this contract.
- (7) Attempted to establish joint ventures with MBEs and WBEs;

D. OTHER RELEVANT INFORMATION

Bidder may attach any other appropriate documentation or information relative to its good faith efforts in complying with MBE/WBE participation goals.

2008 GSA Sub-K Plan





PROPOSED

***Small Business Subcontracting Plan
Fiscal Year 2008***

Federal Supply Service
U.S. General Services Administration



**SUBCONTRACTING PLAN FOR SMALL BUSINESS, SMALL
DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS,
HUBZone SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS
AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
CONCERNS**

Commercial Products Plan

Submitted to the General Services Administration (GSA) by BMC Software, Inc. (Company) pursuant to the requirements of Section 8(d), the Federal Acquisition Regulation (FAR) 19.7, the GSA Office of Enterprise Development, and the GSA's Solicitation Number FCIS-JB-980001B.

Identification Data

BMC Software, Inc.
2101 CityWest Blvd.
Houston, TX, 77042, USA

Commercial Products Plan Period: April 1, 2007 through March 31, 2008

I. Definitions:

- a. Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation. (48 CFR 52.219-9(b)).
- b. Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). (48 CFR 52.219-9(b)).
- c. Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract. (48 CFR 52.219-9(b)).
- d. Failure to make a good faith effort to comply with the subcontracting plan means: (1) a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan; or (2) willful or intentional action to frustrate the plan. (See 48 CFR 52.219-16).
- e. Total planned subcontracting dollars means total dollars anticipated to be subcontracted in support of domestic operations where Company has a reasonable choice between large and small vendors. (See 48 CFR 52.219-9(d)(1)).

In performing contracts let by any Federal agency. (48 CFR 52.219-8(a)).

- b. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone Small Business concern, a Veteran-Owned Small Business, a Service-Disabled Veteran-Owned Small Business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women. (48 CFR 52.219-8(d)).
- c. The Company's fiscal year is from April 1 through March 31.

III. Subcontracting Goals:

- a. Goals are expressed in terms of (i) planned subcontracting dollars; and (ii) percentages of total planned subcontracting dollars.
 - 1. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this plan is:
\$285,000,000
 - 2. Estimated dollar value and percentage of planned subcontracting with Large Businesses (all business concerns classified as other than small) is:
\$256,500,000.....90%

II. Purpose:

- a. This subcontracting plan (hereinafter called the "Plan") is submitted in compliance with the policy of the United States Government that small business concerns, HUBZone Small Business concerns, Veteran-Owned Small Business concerns, Service-Disabled Veteran-Owned Small Business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate



3. Estimated dollar value and percentage of planned subcontracting with all Small Business Concerns (including Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns) is:
 \$28,500,000.....10%
4. Estimated dollar value and percentage of planned subcontracting to Small Disadvantaged Business Concerns is:
 \$6,250,000..... 2.2%
5. Estimated dollar value and percentage of planned subcontracting to Women-Owned Small Business Concerns is:
 \$4,250,000.....1.5%
6. Estimated dollar value and percentage of planned subcontracting to HUBZone Small Business Concerns is:
 \$250,000.....0.1%
7. Estimated dollar value and percentage of planned subcontracting to Veteran-Owned Small Business Concerns is:
 \$2,250,000.....0.8%
8. Estimated dollar value and percentage of planned subcontracting to Service Disabled Veteran-Owned Small Business Concerns is:
 \$250,000.....0.1%

b. The description and identification of the anticipated principal types of supplies and services to be subcontracted to Other Than Small Business (OB), Small Business (SB), Small Disadvantaged Business (SD), Women-Owned Small Business (WO), HUBZone Small Business (HZ), Veteran Owned (VO) and Service-Disabled Veteran-Owned (SD) Concerns are as follows:

Subcontracted Supplies/Services	Type of Business Concern						
	OB	SB	SD	WO	HZ	SD/VO	
Consulting Services		X		X			
Recruiting Services		X	X	X			
Facilities Planning Services							
Security Services		X	X				
Furniture/Furnishing		X					
Janitorial Services		X	X	X			
Temporary Services		X		X			
Engineering Services		X					
Delivery Services		X	X	X			
Office Supplies/Equip		X	X	X			
Packaging/Shipping							
Supplies		X	X	X	X	X	
Printing		X	X	X	X	X	
Legal Services		X					
Professional Services		X	X	X	X	X	
Training		X		X			

c. Description of the methods used to develop the subcontracting goals:

Total anticipated subcontracting opportunities for all direct and indirect goods and services for the fiscal period were reviewed to determine a reasonable estimate for annual anticipated dollar volumes.

Current vendor list was used to identify suppliers that may qualify as small business concerns in the establishment of goals. Vendor list was matched against several databases including the Women's Business Enterprise National Council, Department of Defense Central Contractor Registry Dynamic Small Business Search, and city/state databases to identify current vendors certified as small business concerns.

Establishment of goals was based on guidelines established by the Small Business Administration and the General Services Administration.

The practical opportunity for Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to participate in the performance of contracts for goods and services required by the Company in support of its products is very limited because of the nature of software publishing to develop, publish, license, and support products with employed personnel. The achievement of subcontracting goals will primarily rely on creating opportunities for indirect expenses.

Overall objective was to establish reasonable goals for each small and socio-economic business category within this plan which would be monitored and utilized to ensure maximum subcontracting opportunities were provided.

Goals for the current year were established with realistic opportunities for subcontracting within the fiscal year as new policies and procedures are created.

d. Description of Good Faith Effort to provide subcontracting opportunities:

The management of Company understands and supports the objectives of the small business subcontracting program.

The management of Company is committed to affording Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, Disabled Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns the maximum practicable opportunity to perform as subcontractors.

In order to meet its goals or objectives set forth under this plan, goals for future years are set with the intention of increased focus on new policies and procedures to ensure maximum subcontracting activities are provided for small business concerns. The Company has set a goal to increase Small Business Subcontracting spend to 12% of overall procurement spend by 2010 with proportionate increases in each small and socio-economic category.

The Company is implementing an online vendor registration system to allow new small business concerns to submit their qualifications. The small business concerns profile information will be added to a database searchable by the Company's employees for subcontracting opportunities.

The Company is also implementing a spend management reporting tool to identify product and service areas that are not meeting established goals. This information will be used to



focus increased attention on those small and socio-economic business concerns that can support the identified product and service areas. All product and service areas of The Company are open to subcontracting to small business concerns that meet required capabilities.

Source lists to identify small business concerns include the internal vendor registration system and external databases such as the Women's Business Enterprise National Council database, National Minority Supplier Development Council database and the Department of Defense Central Contractor Registry Dynamic Small Business Search database.

Vendors identified using the source lists will be invited to bid on subcontracting opportunities with The Company and will also be invited to bid on subcontracting opportunities with prime suppliers of established contracts. The capabilities of those vendors invited to bid will be evaluated using the same measurement criteria for any vendor wishing to do business with The Company.

Membership in external organizations and sponsorship of networking events to increase visibility of The Company to small business concerns will improve achievement of established goals.

e Indirect or overhead costs have been included in the dollar and percentage subcontracting goals stated above with the following exceptions:

- (1) Salaries, benefits and commissions to employees have not been included.
- (2) Utilities such as telecom and electricity have not been included.
- (3) Sponsorships and contributions to non-profit and community organizations have not been included.
- (4) All other expenses have been included.

f. Those specific items required by Company to conduct business which are in support of other than the BMC Software Distribution, Inc. subsidiary facility/operations, have been identified and are not included as part of the basis of the small and small disadvantaged subcontracting goals.

IV. Program Administrator:

Name, title, and description of duties of the employee who will administer the Company's subcontracting program.

Name:.....W. David Nelson
Title:Senior Director, Global Procurement
Address:2101 CityWest Blvd.
Houston, TX 77042
Telephone:713-918-1413

Description of Duties:

The Program Administrator shall have general overall responsibility for the Company's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties included but are not limited to, the following activities:

- a. Exercise corporate responsibility for administration and continued improvement of the plan.
- b. Encourage buyers and technical personnel to solicit Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns.
- c. Establish and maintain source lists of Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns.
- d. Assist in conducting vendor surveys to determine Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns capabilities.
- e. Conduct a certification program as to the status of suppliers.
- f. Conduct activities to maximize the practical opportunity for Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to participate in the performance of contracts for goods and services required by the Company in support of its products and services.
- g. Include applicable Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns provisions in subcontracts as required by Federal Regulations.
- h. Seek qualified sources to be added to the Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns source lists.
- i. Monitor lower tier subcontractor compliance with Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Subcontracting Plan.
- j. Maintain records and submit required periodic reports and cooperate in studies and surveys as may be required by Federal Agencies or the SBA.



V. Equitable Opportunity:

Efforts that the Company will make to ensure that Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns have an equitable opportunity to compete for subcontracts are as follows:

- a. Outreach efforts to obtain additional sources when required:
 - (1) Contacting minority and small business trade associations.
 - (2) Contacting business development organizations.
 - (3) Requesting sources from the Department of Defense Central Contractor Registry Dynamic Small Business Search, Women's Business Enterprise Council and National Minority Supplier Development Council.

Company is committed to responding to all inquiries from Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns when such inquiries are received.

- b. Internal efforts to guide and encourage purchasing personnel:
 - (1) Encourage procurement personnel to consider as early as possible in the procurement cycle, the potential of Small, Small Disadvantaged, Women-Owned, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns to respond to either the make or buy situation is assessed, a price/cost analysis accomplished, and a decision rendered as to which avenue of purchasing to pursue, always with consideration of small business sources wherever feasible.
 - (2) Establishing, maintaining and using Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concern source lists, guides and other data for soliciting subcontracts.
 - (3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

The Company, in accordance with the FAR 52.219-1 may reserve the right to suspend and/or debar any person and/or business who misrepresents a firm's status as a Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, or Service-Disabled Veteran-Owned Small Business Concern for the purpose of obtaining a order, contract, or subcontract with the Company, and/or any of its affiliates/subsidiaries in the United States.

VI. Clause Inclusion and Flow Down:

- a. Company will include the clause at 52.219-8 entitled: "Utilization of Small Business Concerns," will be in all subcontracts that offer further subcontracting opportunities.
- b. Company typically manufactures standard commercial, off-the-shelf products for commercial and government customers. It is unlikely that subcontracts for goods or services, which exceed \$550,000 and offer further subcontracting opportunities, will result from award to Company of government contracts. In the event that situation should arise, FAR clause 52.219-8 will be included in any such subcontract (or in all contracts), and the subcontractor (except Small Business Concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility), will be required to adopt a subcontracting plan which complies with FAR clause 52.219-8.
- c. Company will utilize best efforts to monitor such subcontractors to verify compliance with the above requirements.

VII. Reporting and Cooperation:

- a. FAR 52.219-9(d)(10) requires that company (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Summary Subcontract Reports through the eSRS website; and (4) ensure that subcontractors agree to submit Summary Subcontract Reports through the eSRS website in accordance to the following dates:

Calendar Period	Due Date	Report Due
04/01-03/31	04/30	Summary Subcontract Report

Small Business Technical Advisor's address is:

General Services Administration
Federal Supply Service
2200 Crystal Drive, 6th Floor
Crystal Plaza 4
Arlington, VA 22202

Associate Administrator for Small Business Utilization address is:

General Services Administration
Office of Small Business Utilization (E)
1800 F Street NW., Room 6029
Washington, DC 20405

- b. Company expressly reserves the right to designate as confidential appropriate portions of any information submitted in or pursuant to all such reports, surveys or studies.

VIII. Recordkeeping:

Company will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in the subcontracting plan:



- a. Source lists of qualified Small, Small Disadvantaged, Women-Owned Small, HUBZone Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business Concerns referred to buyers.
- b. Educational activities or trade shows attended or conducted.
- c. Approved supplier lists received from cooperating corporations and purchasing councils.
- d. Internal procurement procedures adopted to identify and award subcontracts to such small business firms in support of this plan.
- e. Records of internal guidance provided to buyers through workshops, seminars, training, etc.
- f. Additional Records:

Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business Concerns were solicited, and if not, why not; (2) whether Small Disadvantaged Business Concerns were solicited, and if not, why not; (3) whether Women-Owned Small Business Concerns were solicited and if not, why not; (4) whether HUBZone Small Business Concerns were solicited, and if not, why not; (5) whether Veteran-Owned Small Business Concerns were solicited, and if not, why not; (6) whether Service-Disabled Veteran-Owned Small Business Concerns were solicited, and if not, why not; and (7) if applicable, the reason award was not made to a Small Business Concern.

IX. Timely Payments to Subcontractors:

The Company uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702.

This subcontracting plan was SUBMITTED by:

Name: W. David Nelson
 Title: Senior Director, Global Procurement
 Signature:
 Telephone: 713-918-1413
 Date: 05/04/07

This subcontracting plan was ACCEPTED by:

Signature: *Teresa Gould*
 Name: TERESA GOULD
 Title: Contracting Officer
 General Services Administration
 Federal Supply Service
 Information Technology Acquisition
 Center - PCI
 Telephone: 703/ 404-331-1425
 Date: 10-25-07

*GSA, FAS
 Supply Mgmt Div
 DVDCPT
 Atlanta, GA*

Comments:

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

Yes No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not 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

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

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.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the 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.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"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.

1.) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: _____

2.) How many persons are currently employed on a full-time basis by bidder/proposer? _____

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: _____ No: _____

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"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 ordinance 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.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 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.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: _____

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. 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 Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Print or type name of Contracting Party

By: _____

Print or type name of person signing

Print or type title of person signing

Date

Signed and sworn to before me this _____ day of _____, 200__

Notary Public Signature

Notary Seal

Commission Expires: _____.

EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-09-08-41-5600 and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: BMC Software Inc.

BUSINESS ADDRESS: 2101 City West Blvd. Houston TX. 77042

BUSINESS TELEPHONE: 800 841 2031 FAX NUMBER: 713 918 1302

CONTACT PERSON: Michael HURTADO

FEIN: 742126120 *IL CORPORATE FILE NUMBER: F6127-767-6

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Robert F. Beauchamp VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

***SIGNATURE OF PRESIDENT: X [Signature] 10/29/08

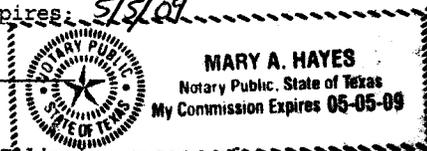
ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 28 day of October, 2008.

My commission expires: 5/5/09

X Mary A. Hayes
Notary Public Signature

Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

PROPOSAL ACCEPTANCE

(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-41-364

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

TOTAL AMOUNT OF CONTRACT: \$ 1,080,831⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 18th DAY

OF March, 2008.

Todd A. Juy
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trike-Cobin
COOK COUNTY PURCHASING AGENT

Joseph M. Feabto
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

[Signature] 11-18-08
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 03 2008

EDS-25

COM _____

3.138