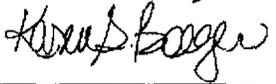




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|---|--|
| CONTRACT NUMBER C212067001 | CONTRACT TITLE Food Services Management System Support |
| AMENDMENT NUMBER 002 | CONTRACT PERIOD June 6, 2014 through June 5, 2015 |
| REQUISITION NUMBER NR 300 31944000002 | VENDOR NUMBER 2012316810 1 |
| CONTRACTOR NAME AND ADDRESS The CBORD Group, Inc. 61 Brown Road Ithaca, NY 14850 | STATE AGENCY'S NAME AND ADDRESS OA-ITSD/Department of Corrections 2729 Plaza Drive Jefferson City, MO 65109 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C212067001 is hereby amended pursuant to the attached signed Amendment #002 dated 06/26/14. | |
| BUYER Roy Burgess | BUYER CONTACT INFORMATION Email: roy.burgess@oa.mo.gov Phone: (573) 751-1692 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE July 14, 2014 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: C212067001
TITLE: Food Services Management System Support
ISSUE DATE: 05/12/14

REQ NO.: NR 300 31944000002
BUYER: Roy Burgess
PHONE NO.: (573) 751-1692
E-MAIL: Roy.Burgess@oa.mo.gov

TO: The CBORD Group, Inc.
61 Brown Road
Ithaca, NY 14850

RETURN AMENDMENT NO LATER THAN: 05/16/14 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | Larissa.Bess@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

DELIVER SUPPLIES/SERVICES FOB (Free On Board) shipping point TO THE FOLLOWING ADDRESS:

OFFICE OF ADMINISTRATION
INFORMATION TECHNOLOGY SERVICES DIVISION (ITSD)/DEPARTMENT OF CORRECTIONS
2729 PLAZA DRIVE
JEFFERSON CITY, MO 65109

SIGNATURE REQUIRED

| | | | |
|--|---|---|--|
| DOING BUSINESS AS (DBA) NAME The CBORD Group, Inc. | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The CBORD Group, Inc. | |
| MAILING ADDRESS 61 Brown Road CITY, STATE, ZIP CODE Ithaca, NY 14850 | | IRS FORM 1099 MAILING ADDRESS 61 Brown Road CITY, STATE, ZIP CODE Ithaca, NY 14850 | |
| CONTACT PERSON Christine Curkendall, Director of Contract Administration | | EMAIL ADDRESS csc@cbord.com | |
| PHONE NUMBER 607-330-7511 | | FAX NUMBER 607-257-1902 | |
| TAXPAYER ID NUMBER (TIN) 20-1231681 | TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN) 2012316810 1 | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt | | | |
| AUTHORIZED SIGNATURE | | DATE 6/20/14 | |
| PRINTED NAME Christine Curkendall | | TITLE Director of Contract Administration | |

AMENDMENT #002 TO CONTRACT C212067001**CONTRACT TITLE:** FOOD SERVICES MANAGEMENT SYSTEM SUPPORT**CONTRACT PERIOD:** JUNE 6, 2014 THROUGH JUNE 5, 2015

The State of Missouri desires to renew the above-referenced contract.

The contractor shall indicate on the pricing table(s) below the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum increase as stated in the contract (no more than the cumulative increase in the calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, and All Urban Consumers). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the previous contract period shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing.

The contractor's failure to complete and return this document shall not stop the action specified herein.

| DESCRIPTION | Quantity | Unit of Measure | COST |
|---|----------|-----------------|--------------------|
| Eastern Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | \$11,962.80 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | \$ 429.78 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | \$ 3,868.00 |
| Maintenance: Inventory Control & Purchase Module Tier 1 | 1 | Year | \$ 3,216.83 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | \$ 716.29 |
| Maintenance: Nutritional Accounting Module | 1 | Year | \$ 1,953.54 |
| Maintenance: NetHIMS Web Based Handheld Inventory Management System | 1 | Year | \$ 1,443.80 |
| Maintenance: NetHIMS software per Handheld Units | 2 | Year | \$ 427.79 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | \$ 641.68 |
| Maintenance: Automate Professional | 1 | Year | \$ 1,550.74 |
| Eastern Cook Chill Facility Total: | | | \$26,211.25 |
| Jefferson City Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | \$11,962.80 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | \$ 429.78 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | \$ 3,868.00 |
| Maintenance: Inventory Control & Purchase Module Tier 1 | 1 | Year | \$ 3,216.83 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | \$ 716.29 |
| Maintenance: Nutritional Accounting Module | 1 | Year | \$ 1,953.54 |
| Maintenance: NetHIMS Web Based Handheld Inventory Management System | 1 | Year | \$ 1,443.80 |
| Maintenance: NetHIMS software per Handheld Units | 2 | Year | \$ 427.79 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | \$ 641.68 |
| Maintenance: Automate Professional | 1 | Year | \$ 1,550.74 |
| Jefferson City Cook Chill Facility Total: | | | \$26,211.25 |
| Missouri Eastern Correction Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,962.49 |

| | | | |
|--|---|------|-------------------|
| South Central Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,962.49 |
| Boonville Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,962.49 |
| Northeast Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,962.49 |
| Algoa Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Algoa Correctional Center Total: | | | \$2,734.15 |
| Chillicothe Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Chillicothe Correctional Center Total: | | | \$2,734.15 |
| Tipton Correction Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Tipton Correction Center Total: | | | \$2,734.15 |
| Moberly Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Moberly Correctional Center Total: | | | \$2,734.15 |
| Jefferson City Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Jefferson City Correctional Center Total: | | | \$2,734.15 |
| Ozark Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Ozark Correctional Center Total: | | | \$2,734.15 |
| Farmington Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Farmington Correctional Center Total: | | | \$2,734.15 |
| Potosi Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Potosi Correctional Center Total: | | | \$2,734.15 |
| Western Missouri Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Western Missouri Correctional Center Total: | | | \$2,734.15 |

| Crossroads Correctional Center | | | |
|--|---|------|--------------------|
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Crossroads Correctional Center Total: | | | \$2,734.15 |
| South East Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| South East Correctional Center Total: | | | \$2,734.15 |
| Fulton Reception and Diagnostic Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Fulton Reception and Diagnostic Center Total: | | | \$2,734.15 |
| Women's Eastern Reception and Diagnostic and Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Women's Eastern Reception and Diagnostic and Correctional Center Total: | | | \$2,734.15 |
| Western Reception and Diagnostic Center and Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Western Reception and Diagnostic Center and Correctional Center Total: | | | \$2,734.15 |
| Eastern Reception and Diagnostic and Correctional Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Eastern Reception and Diagnostic and Correctional Center Total: | | | \$2,734.15 |
| Maryville Treatment Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Maryville Treatment Center Total: | | | \$2,734.15 |
| Saint Louis Community Release Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Saint Louis Community Release Center Total: | | | \$2,734.15 |
| Kansas City Community Release Center | | | |
| Maintenance: NetHIMS software per Handheld Units | 1 | Year | \$ 239.39 |
| Maintenance: Multi-user Server per site License | 1 | Year | \$ 147.50 |
| Maintenance FMS Multi-Unit Manager | 1 | Year | \$2,347.26 |
| Kansas City Community Release Center Total: | | | \$2,734.15 |
| OTHER COSTS | | | |
| Maintenance: FSS software workstation site license | 1 | Year | \$22,234.43 |
| Maintenance: Enterprise-wide site license Add-on | 1 | Year | \$ 4,449.03 |
| Other Costs Total | | | \$26,683.46 |

| PROJECT ASSESSMENT QUOTATION PRICING | | | |
|--|-----------------|---------------------------------|---|
| The offeror must state below firm, fixed hourly rate pricing to be used for Project Assessment Quotations (PAQ) in event the agency requests services (including but not limited to Project Management Consulting services and Personalized Distance Training services) and/or modifications not identified in the RFP requirements. | | | |
| Project Assessment Quotation (PAQ) Pricing | PER HOUR | FIRM, FIXED HOURLY PRICE | BRIEF DESCRIPTION OF DUTIES / RESPONSIBILITIES |
| <i>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i> | | | |
| Personalized Distance Training (FMS DT SV 5SVS0218) | Hour | \$165.00 | |
| Project Management (FMS PM SV 5SVS0211) | Hour | \$210.00 | |
| Concero Technical Consulting (FMS PM SV SVS0980021) | Hour | \$210.00 | |

Note: Any services required in addition to those quoted above shall be billed at the then current rate.

| 1. Indicate Contract Amendment Type | |
|--|--|
| RENEWAL: <u>2</u> PERIOD OF <u>3</u> TOTAL | |
| <input type="checkbox"/> Renewal - % Increase <input type="checkbox"/> Cost Savings | Performance Security Deposit: \$ _____ |
| <input type="checkbox"/> Renewal - \$ Increase <input type="checkbox"/> Cost Savings | Surety Bond: \$ _____ |
| <input type="checkbox"/> Renewal - W/O Increase | Annual Wage Order Number: _____ |
| <input type="checkbox"/> SFS Renewal - Prices In Original Contract | Annual Wage Order Date: _____ |
| <input type="checkbox"/> SFS Renewal - Prices Not in Original Contract | County(ies): _____ |
| EXTENSION PERIOD: _____ | |
| <input type="checkbox"/> Extension - 30-Day | |
| <input type="checkbox"/> Termination | |
| <input type="checkbox"/> Extension - \$ Increase <input type="checkbox"/> Cost Savings | Other Instructions: _____ |
| <input type="checkbox"/> Extension - W/O Increase | |
| <input type="checkbox"/> Assignment | |
| <input type="checkbox"/> Cancellation/Termination | |
| <input type="checkbox"/> Other Amendment | |

| 2. | Tasks | Route | Initial | Date |
|--|---|-------------------------------|-----------------|---------------|
| Preliminary Tasks/Verifications | | | | |
| A. | Section 34.040.6, RSMo | Buyer/Section Support | lb | 5.6.14 |
| B. | DPMM Suspension List | Buyer/Section Support | | |
| C. | Federal Suspension - SAM.GOV | Buyer/Section Support | | |
| D. | Labor Stds - OA/FMDC Contractor Debarment Lists | Buyer/Section Support | | |
| E. | Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt | Buyer | | |
| F. | SFS Review/Justification - Insert Advertising Date, if applicable | Buyer | | |
| 3. | Prepare Contract Amendment | Buyer/Section Support | lb | 5.6.14 |
| 4. | Review/Approve Contract Amendment (If Signature Required) | Buyer | RB | 5/6 |
| | Initial Date | Supervisor | Section Manager | Asst Director |
| | | | | Director |
| 5. | E-Mail/Fax Contract Amendment (If Signature Required) | Buyer/Section Support | lb | 5.12.14 |
| | Contractor E-Mail Address/Fax Number | csc@cbord.com | | |
| | State Agency Contact E-Mail Address | hudd craighead | | |
| | Section 34.040.6, RSMo, Letter | Follow-Up Notes: | J | |
| 6. | Review Contract Amendment Response - Verifications | | | |
| A. | Renewal/Extension Pricing | Buyer/Section Support | | |
| B. | Section 34.040.6, RSMo | Buyer/Section Support | | |
| C. | Performance Security Deposit/Surety Bond | Buyer/Section Support | | |
| D. | Renewal/Extension with Cost Savings Language | Buyer | | |
| E. | Statewide Notice | Buyer | | |
| F. | SFS Authorized Limit \$ | Buyer | | |
| G. | Contract Assignment Only Verifications - Complete unless completed in Step 2 above. | | | |
| | 1. E-Verify Exhibit/Affidavit/Documentation | Buyer/Section Support | | |
| | 2. Assignment and Consent Form | Buyer/Section Support | | |
| | 3. DPMM Suspension List | Buyer/Section Support | | |
| | 4. Federal Suspension - SAM.GOV | Buyer/Section Support | | |
| | 5. Labor Stds - OA/FMDC Contractor Debarment Lists | Buyer/Section Support | | |
| 7. | Prepare Contract Amendment Award Document/Statewide Notice | Buyer <u>Section Support</u> | lb | 7.14.14 |
| 8. | Review/Approve Contract Amendment Award Document | Buyer | RB | 7/15 |
| | Initial Date | Supervisor | Section Manager | Asst Director |
| | | BD 7/21/14 | LB 7/21/14 | X |
| 9. | Process Contract Amendment | Buyer/Section Support | lb | 7.22.14 |
| | AM 300 PMM | Buyer/Section Support | lb | 7.22.14 |
| | Distribute E-Verify & SDV Documents | Buyer/Section Support | | |
| | E-Mail/Fax NOA to Contractor/Assignee & Agency Contact | Buyer/Section Support | lb | 7.22.14 |
| | Copy/Save As Statewide Notice to Internet Folder | Buyer/Section Support | | |
| 10. | Log Participation Commitment Information | Central Support-Participation | | |
| 11. | Image Contract Amendment Packet | Central Support-Imaging | | 8/20 |



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

Jeremiah W. (Jay) Nixon
Governor



Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oa.mo.gov/purch>

Karen S. Boeger
Director

MEMORANDUM

TO: File C212067001
FROM: Roy Burgess *RB*
DATE: July 15, 2014
RE: Renewal Amendment #002

Amendment #002 renews contract C212067001 for Food Services Management System Support for OA-ITSD for the Department of Corrections. The contractor submitted the maximum increase allowed in the contract based upon the annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, and All Urban Consumers. The attached 06/26/14 letter from Christine S. Curkendall of CBORD Group provides the justification.

The contract was established as a single feasible source procurement; therefore, it does not appear the state would receive more competitive pricing for the requirements if the state were to rebid the requirements. Therefore, I am proceeding with the renewal allowing the pricing increase.

As indicated in the attached e-mail dated 07/07/14, Robin Norris of the Department of Corrections has agreed to accept the price increase.

Burgess, Roy

From: Norris, Robin
Sent: Monday, July 07, 2014 8:05 AM
To: Campbell, Press
Cc: Edwards, Jay; Stoll, Gary; Craighead, Russ; Burgess, Roy; O'Rourke, Dan
Subject: RE: CBORD C212067001-002, renewal with increase, need ITSD approval

Yes, please proceed with the renewal and we agree to the approx. 1.5% increase. Could you please let me know what the balance we will be paying for FY15. Thanks

Robin Norris, RDN, LD
Food Service Coordinator
Missouri Department of Corrections
573-526-6429

From: Campbell, Press
Sent: Thursday, July 03, 2014 5:57 PM
To: Norris, Robin
Cc: Edwards, Jay; Stoll, Gary; Craighead, Russ; Burgess, Roy; O'Rourke, Dan
Subject: FW: CBORD C212067001-002, renewal with increase, need ITSD approval

Robin, do you want to renew your CBORD support/maintenance contract? Also, CBORD submitted an increase of the renewal pricing at about 1.5%. Do you agree to proceed with the renewal. In FY14 ITSD paid \$66,460 of this bill and you paid the remaining balance. Thanks

| | A | B | C | D | E | F | G | H | I |
|----|---|--------------------|--------------------|-------------------------|--------------------------|---------------|------------------|--------------------|-----------------|
| 1 | NR Documents Sent to DPMM - Date of submission order | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | NR SENT TO DPN | NR NO | VENDOR NAME | CONTRACT NUMBER | CONTRACT END DATE | AGENCY | AGENCY ID | AGENCY NAME | CSM NAME |
| 18 | 20140314 | NR 300 31944000002 | CBORD GROUP INC | C212067001 RENEWAL | 20140605 | 300 | 3184 | ITSD-DOC | PRESS CAMPBELL |
| 30 | 20140410 | NR 300 31944000004 | ORACLE AMERICA INC | JD Edwards SFS CONTRACT | 20140621 | 300 | 3194 | ITSD-CORRECTIONS | PRESS CAMPBELL |

From: Craighead, Russ
Sent: Friday, June 27, 2014 11:14 AM
To: Burgess, Roy; Campbell, Press
Subject: RE: CBORD C212067001-002, renewal with increase, need ITSD approval

Press – Let us know how to proceed after you consult with DOC. Thanks

Russ Craighead
Procurement Officer II
State of Missouri
Information Technology Services Division
301 West High Street, Room 270

Jefferson City, MO 65102
573-522-1154 F 573-526-5006
Russ.Craighead@oa.mo.gov

From: Burgess, Roy
Sent: Friday, June 27, 2014 8:17 AM
To: Campbell, Press; Craighead, Russ
Subject: CBORD C212067001-002, renewal with increase, need ITSD approval

CBORD submitted an increase of the renewal pricing at about 1.5%. Please let me know whether you agree to proceed with the renewal.

Thanks,

Roy Burgess, CPPB
State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Phone: (573) 751-1692
Fax: (573) 526-9816
U.S.M.C. Veteran

June 26, 2014

Roy Burgess, CPPB
State of Missouri
Office of Administration
Division of Purchasing and Materials Management
P.O. Box 809
Jefferson, MO 65102-0809

Dear Mr. Burgess:

Based on the calendar year 2013 increase in the U.S. Bureau of Labor Statistics Consumer Prices Index, U.S. City Average, All Items, All Urban Consumers (revised 1982-1984 = 100) (the "Index"), The CBORD Group, Inc. (CBORD) has requested an increase of 1.5 percent, herein referred to as the "CPI Adjustment" to the system annual maintenance fees.

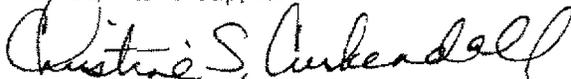
The State of Missouri – Department of Corrections is a valued customer and we remain committed to supplying you with great products and services. Your annual license fees entitle you to unlimited access to 24/7 telephone support (live personnel), as well as to upgrades and enhancements for all modules that you license. Unfortunately, increased costs in personnel, energy, transportation, communications and other operating costs have risen, and in order to continue our commitment to you, CBORD must apply the annual CPI Adjustment.

We have included an example of how we have calculated the CPI Adjustment for your review. To verify the CPI amounts please visit the U.S. Bureau of Labor Statistics website directly at <http://www.bls.gov/cpi/>.

If you have any questions, please contact me at 607-330-7511 or via email at csc@cbord.com.

Sincerely,

The CBORD Group, Inc.



Christine S. Curkendall
Director, Contract Administration

Attached:

Attachment I – Example CPI Adjustment Calculation

Attachment I
Example CPI Adjustment Calculation

The CPI adjustment shall be calculated as follows specifically:

The base payment noted in the table above shall be increased for the relevant fiscal year by the percent change in the percent annual average change in the CPI between the previous period and the current period (based on calendar year). The following example illustrates the computation of calendar year's annual average CPI:

| All Urban CPI Calculation | | |
|----------------------------------|----------------|----------------|
| Annual Average | 2012 | 2013 |
| Jan | 226.6650 | 230.2800 |
| Feb | 227.6630 | 232.1660 |
| Mar | 229.3920 | 232.7730 |
| Apr | 230.0850 | 232.5310 |
| May | 229.8150 | 232.9450 |
| June | 229.4780 | 233.5040 |
| July | 229.1040 | 233.5960 |
| Aug | 230.3790 | 233.8770 |
| Sept | 231.4070 | 234.1490 |
| Oct | 231.3170 | 233.5460 |
| Nov | 230.2210 | 233.0690 |
| Dec | 229.5940 | 232.9570 |
| | 2,755.1200 | 2,795.3930 |
| Average | 229.593 | 232.949 |

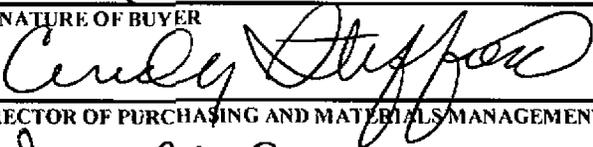
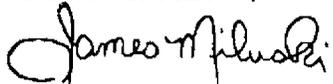
The following example illustrates the computation of the annual average CPI increase year over year:

| | |
|---|-------------|
| Annual average CPI for calendar year 2012 | 229.593 |
| Annual average CPI for calendar year 2013 | 232.949 |
| Equals index point change | 3.356 |
| Divided by previous period annual average CPI | 229.593 |
| Equals | .0146 |
| Result multiplied by 100 | 0.015 x 100 |
| Equals percent change | 1.5 |



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|--|--|
| CONTRACT NUMBER C212067001 | CONTRACT TITLE Food Services Management System Support |
| AMENDMENT NUMBER 001 | CONTRACT PERIOD June 6, 2013 through June 5, 2014 |
| REQUISITION NUMBER NR 300 31943000004 | VENDOR NUMBER 2012316810 1 |
| CONTRACTOR NAME AND ADDRESS The CBORD Group, Inc. 61 Brown Road Ithaca, NY 14850 | STATE AGENCY'S NAME AND ADDRESS Office of Administration-ITSD Department of Corrections 2729 Plaza Drive Jefferson City, MO 65109 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C212067001 is hereby amended pursuant to the attached signed Amendment #001 dated 06/18/13. | |
| BUYER Cindy Stafford | BUYER CONTACT INFORMATION Email: Cindy.Stafford@oa.mo.gov Phone: (573) 751-7076 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE June 20, 2013 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: C212067001
TITLE: FOOD SERVICES MANAGEMENT SYSTEM SUPPORT
ISSUE DATE: 06/17/13

REQ NO.: NR 300 31943000004
BUYER: Cindy Stafford
PHONE NO.: (573) 751-7076
E-MAIL: Cindy.Stafford@oa.mo.gov

TO: The CBORD Group, Inc.
61 Brown Road
Ithaca, NY 14850

RETURN AMENDMENT NO LATER THAN: 06/19/13 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | Cindy.stafford@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

OFFICE OF ADMINISTRATION
INFORMATION TECHNOLOGY SERVICES DIVISION (ITSD)/DEPARTMENT OF CORRECTIONS
2729 PLAZA DRIVE
JEFFERSON CITY, MO 65109

SIGNATURE REQUIRED

| | |
|--|---|
| TRADING BUSINESS AS (DBA) NAME <i>The CBORD Group, Inc.</i> | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Same</i> |
| MAILING ADDRESS <i>61 Brown Road</i> | IRS FORM 1099 MAILING ADDRESS <i>Same</i> |
| CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE <i>Same</i> |

| | | | |
|--|---|---|--|
| CONTACT PERSON <i>Christine Cerkendall</i> | | EMAIL ADDRESS <i>csc@cbord.com</i> | |
| PHONE NUMBER <i>607-330-7511</i> | | FAX NUMBER <i>607-257-1902</i> | |
| TAXPAYER ID NUMBER (EIN) <i>20-1231681</i> | TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN) <i>2012316810 1</i> | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt <small>(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)</small> | | | |
| AUTHORIZED SIGNATURE <i>Christine Cerkendall</i> | | DATE <i>June 18 2013</i> | |
| PRINTED NAME <i>Christine Cerkendall</i> | | TITLE <i>Director of Contract Admin</i> | |

AMENDMENT #001 TO CONTRACT C212067001**CONTRACT TITLE: FOOD SERVICES MANAGEMENT SYSTEM SUPPORT****CONTRACT PERIOD: JUNE 6, 2013 THROUGH JUNE 5, 2014**

The State of Missouri desires to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum increase as stated in the contract (no more than the cumulative increase in the calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, and All Urban Consumers).

Due to the state's budgetary constraints, it is requested that the contractor keep pricing at current contract pricing even though a price increase is allowed for the new contract period shown above.

All other terms, conditions and provisions of the previous contract period shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

| DESCRIPTION | Quantity | UNIT OF MEASURE | COST |
|---|----------|-----------------|------------------|
| Eastern Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | 11678.72 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | 423.43 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | 3810.84 |
| Maintenance: Inventory Control & Purchase Module Tier 1 | 1 | Year | 3169.29 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | 705.70 |
| Maintenance: Nutritional Accounting Module | 1 | Year | 1924.67 |
| Maintenance: NetHIMS Web Based Handheld Inventory Management System | 1 | Year | 1422.46 |
| Maintenance: NetHIMS software per Handheld Units | 2 | Year | 421.47 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | 632.20 |
| Maintenance: Automate Professional | 1 | Year | 1527.82 |
| Eastern Cook Chill Facility Total: | | | 25,716.60 |
| Jefferson City Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | 11678.72 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | 423.43 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | 3810.84 |
| Maintenance: Inventory Control & Purchase Module Tier 1 | 1 | Year | 3169.29 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | 705.70 |
| Maintenance: Nutritional Accounting Module | 1 | Year | 1924.67 |
| Maintenance: NetHIMS Web Based Handheld Inventory Management System | 1 | Year | 1422.46 |

| | | | |
|---|---|------|---------|
| Maintenance: NetHIMS software per Handheld Units | 2 | Year | 421.47 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | 632.20 |
| Maintenance: Automate Professional | 1 | Year | 1527.82 |
| Jefferson City Cook Chill Facility Total: \$25,716.⁶⁰ | | | |
| Missouri Eastern Correction Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | 1933.49 |
| South Central Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | 1933.49 |
| Boonville Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | 1933.49 |
| Northeast Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | 1933.49 |
| Algon Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Chillicothe Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Tipton Correction Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Moberly Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Jefferson City Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Ozark Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Farmington Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Potosi Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Western Missouri Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Crossroads Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| South East Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Fulton Reception and Diagnostic Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Women's Eastern Reception and Diagnostic and Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Western Reception and Diagnostic Center and Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Eastern Reception and Diagnostic and Correctional Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Maryville Treatment Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |
| Saint Louis Community Release Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |

Handwritten initials/signature

| | | | |
|---|---|------|---------|
| Kansas City Community Release Center | | | |
| Maintenance FMS Multi-Unit Manager | 1 | Year | 2693.74 |

| OTHER COSTS | | | |
|--|---|------|------------------|
| Maintenance: FSS software workstation site license | 1 | Year | 21,905.84 |
| Maintenance: Enterprise-wide site license Add-on | 1 | Year | 4383.28 |
| Other Costs Total | | | 26,289.12 |

| PROJECT ASSESMENT QUOTATION PRICING | | | |
|--|-----------------|---------------------------------|--|
| The offeror must state below firm, fixed hourly rate pricing to be used for Project Assessment Quotations (PAQ) in event the agency requests services (including but not limited to Project Management Consulting services and Personalized Distance Training services) and/or modifications not identified in the RFP requirements. | | | |
| Project Assessment Quotation (PAQ) Pricing | | | |
| <i>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i> | PER HOUR | FIRM, FIXED HOURLY PRICE | BRIEF DESCRIPTION OF DUTIES / RESPONSIBILITES |
| Personalized Distance Training (FMS DT SV 5SVS0218) | Hour | 165.00 | |
| Project Management (FMS PM SV 5SVS0211) | Hour | 210.00 | |

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
 CONTRACT RENEWAL/AMENDMENT
 ROUTING GUIDE

| Action Performed | Route | Initials | Date |
|------------------|-------|----------|------|
|------------------|-------|----------|------|

| | | | |
|--|-------|----------|---------------|
| 1. Initiate Preparation Instructions (If applicable) | Buyer | <u>u</u> | <u>2-6-13</u> |
| Renewal <input checked="" type="checkbox"/> Amendment _____ Admin. _____ | | | |

- _____ (1a) % Increase with Signature Required
- _____ (1b) \$ Increase with Signature Required
- _____ (2) Asking to Extend
- _____ (3) No Increase, Signature not Required
- _____ (4a) % Increase, Bond Required, Signature Required
- _____ (4b) \$ Increase, Bond Required, Signature Required
- _____ (4c) No Increase, Bond Required, Signature Required
- _____ Per Bond \$ _____ Sur Bond \$ _____
- _____ Other -- See Attached

| Increase/Decrease | Description |
|-------------------|-------------------------|
| (1) | renewal period of (3) |
| \$ _____ % | _____ |
| \$ _____ % | _____ |
| \$ _____ % | _____ |

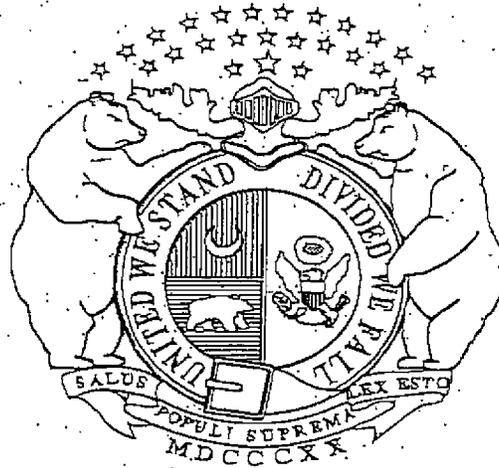
| | | | |
|------------------------------|-----------------|----------|----------------|
| 2. Prepare Renewal/Amendment | Section Support | <u>M</u> | <u>6/14/13</u> |
|------------------------------|-----------------|----------|----------------|

| <u>HB600</u> Follow Up / No Follow up | <u>Blind/Shelter Participation</u> Follow Up / No Follow up | <u>M/WBE Participation</u> Follow Up / No Follow up |
|--|--|--|
| Date: _____ | _____ | _____ |

Contractor's Email Address: csc@cbord.com
js@cbord.com

| | | | |
|---|-----------------|------------|----------------|
| 3. Approve Renewal/Amendment | Buyer | <u>BLD</u> | <u>6/17/13</u> |
| | Purch Mgr. | _____ | _____ |
| | Section Mgr. | _____ | _____ |
| | Assist. Dir. | _____ | _____ |
| 4. Reproduce and Mail Amendment if signature is required | Section Support | <u>BLD</u> | <u>6/17/13</u> |
| 5. Prepare Award of Renewal/Amendment & Statewide Notice | Buyer | <u>u</u> | <u>6-20-13</u> |
| 6. Type Acceptance Language & Statewide Notice | Section Support | <u>lb</u> | <u>6/20</u> |
| 7. Approve, Sign Award & Statewide Notice | Buyer | <u>u</u> | <u>6-20-13</u> |
| | Purch Mgr. | _____ | _____ |
| | Section Mgr. | _____ | _____ |
| | Assist. Dir. | _____ | _____ |
| 8. Process in SAM II AM _____ | Section Support | <u>lb</u> | <u>6/20</u> |
| (8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information | Section Support | _____ | _____ |
| 9. Process (Copy and Distribute) Renewal/Amendment | Section Support | <u>lb</u> | <u>6/20</u> |
| 10. Image Document | Central Support | <u>ST</u> | <u>6/20</u> |

Robin.norris@doc.mo.gov
 argela.morris@oa.mo.gov
 russ.craighead@oa.mo.gov



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

Stafford, Cindy

From: Norris, Robin
Sent: Thursday, February 07, 2013 12:08 PM
To: Stafford, Cindy
Cc: Campbell, Press
Subject: Book1.xlsx
Attachments: Book1.xlsx

As we discussed, attached are the names of the 18 additional institutions that will be charged the annual FMS Unit Manager maintenance fees for FY14 and forward. The other costs shown on the pricing page for phase 1 and phase 2 are one time fees for these 18 institutions that have been or will be paid in FY13. I just put in the attached the dollar value of the maintenance fees for FY13, so they will need to be adjusted to the renewal increase. Hope this makes sense, let me know if you need anything else

6-13-13

Add. institutions per phased
projects identified in original
contract.
u

| | |
|---|---|
| Algoa Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Algoa Correctional Center Facility Total: \$1,893.72 | |
| Chillicothe Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Chillicothe Correctional Center Facility Total: \$1,893.72 | |
| Tipton Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Tipton Correctional Center Facility Total: \$1,893.72 | |
| Moberly Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Moberly Correctional Center Facility Total: \$1,893.72 | |
| Jefferson City Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Jefferson City Correctional Center Facility Total: \$1,893.72 | |
| Ozark Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Ozark Correctional Center Facility Total: \$1,893.72 | |
| Farmington Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Farmington Correctional Center Facility Total: \$1,893.72 | |
| Potosi Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Potosi Correctional Center Facility Total: \$1,893.72 | |
| Western Missouri Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Western Missouri Correctional Center Facility Total: \$1,893.72 | |
| Crossroads Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| Crossroads Correctional Center Facility Total: \$1,893.72 | |
| South East Correctional Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |
| South East Correctional Center Facility Total: \$1,893.72 | |
| Fulton Reception & Diagnostic Center | |
| Maintenance FMS Multi-Unit Manager | ✓ |

Fulton Reception & Diagnostic Center Facility Total: \$1,893.72

Womens Eastern Reception & Diagnostic Center & Correctional Ctr

Maintenance FMS Multi-Unit Manager

Womens Eastern Reception & Diagnostic Center & Correctional Ctr Facility Tot ✓

Western Reception & Diagnostic Center & Correctional Ctr

Maintenance FMS Multi-Unit Manager

Western Reception & Diagnostic Center & Correctional Ctr Facility Total: \$ ✓

Eastern Reception & Diagnostic Center & Correctional Ctr

Maintenance FMS Multi-Unit Manager

Eastern Reception & Diagnostic Center & Correctional Ctr Facility Total: \$ ✓

Maryville Treatment Center

Maintenance FMS Multi-Unit Manager

Maryville Treatment Center Facility Total: \$1,893.72 ✓

St. Louis Community Release Center

Maintenance FMS Multi-Unit Manager

St. Louis Community Release Center Facility Total: \$1,893.72 ✓

Kansas City Community Release Center

Maintenance FMS Multi-Unit Manager

Kansas City Community Release Center Facility Total: \$1,893.72 ✓

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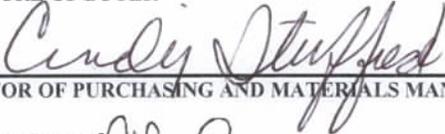
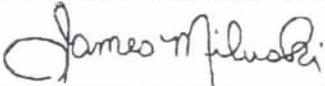
| | |
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| 1 YEAR | \$ 1,893.72 |
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NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|--|--|
| CONTRACT NUMBER C212067001 | CONTRACT TITLE Food Services Management System Support |
| AMENDMENT NUMBER NA | CONTRACT PERIOD June 6, 2012 through June 5, 2013 |
| REQUISITION NUMBER NR 300 31942000005 | VENDOR NUMBER 2012316810 1 |
| CONTRACTOR NAME AND ADDRESS The CBORD Group, Inc. 61 Brown Road Ithaca, NY 14850 | STATE AGENCY'S NAME AND ADDRESS Office of Administration Information Technology Services Division (ITSD)/ Department of Corrections 2729 Plaza Drive Jefferson City, MO 65109 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C212067001 for use by the Information Technology Services Division/Department of Corrections for Food Services Management System Support, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Information Technology Services Division/Department of Corrections and the CBORD Group, Inc. shall reference the State of Missouri contract number. | |
| BUYER Cindy Stafford | BUYER CONTACT INFORMATION Email: Cindy.Stafford@oa.mo.gov Phone: (573) 751- 7076 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE November 19, 2012 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: B2Z12067
 TITLE: FOOD SERVICES MANAGEMENT SYSTEM SUPPORT
 ISSUE DATE: 11/19/12

REQ NO.: NR 300 31942000005
 BUYER: CINDY STAFFORD
 PHONE NO.: (573)751-4148
 E-MAIL: cindy.staford@oa.mo.gov

TO: THE CBORD GROUP
 61 BROWN ROAD
 ITHACA, NY 14850

RETURN DOCUMENT TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, ROOM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

OR FAX TO: (573) 526-9816 (either mail or fax, not both)

CONTRACT PERIOD: JUNE 6, 2012 THROUGH JUNE 5, 2013

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

OFFICE OF ADMINISTRATION
 INFORMATION TECHNOLOGY SERVICES DIVISION (ITSD) -- DEPARTMENT OF CORRECTIONS
 2729 PLAZA DRIVE
 JEFFERSON CITY, MO 65109

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

| |
|---|
| DOING BUSINESS AS (DBA) NAME The CBORD Group, Inc. |
| MAILING ADDRESS 61 Brown Road CITY, STATE, ZIP CODE Ithaca, NY 14850 |

| |
|---|
| LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. The CBORD Group, Inc. |
| IRS FORM 1099 MAILING ADDRESS 61 Brown Road CITY, STATE, ZIP CODE Ithaca, NY 14850 |

| | | | |
|---|---|--|--|
| CONTACT PERSON Christine Curkendall | | EMAIL ADDRESS csc@cbord.com | |
| PHONE NUMBER 607-330-7511 | | FAX NUMBER 607-257-1902 | |
| TAXPAYER ID NUMBER (TIN) 20-1231681 | TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN | VENDOR NUMBER (IF KNOWN) 2012316810 1 | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other | | | |
| AUTHORIZED SIGNATURE | | DATE November 19, 2012 | |
| PRINTED NAME Christine Curkendall | | TITLE Director of Contract Administration | |

SFS B2Z12067
(contract C212067001)
TERMS, CONDITIONS, AND PROVISIONS

1. INTRODUCTION

1.1 Organization:

1.1.1 This document, referred to as Single Feasible Source (SFS) B2Z12067, is divided into the following parts:

- Introduction Information
- Contractual Requirements
- Performance Requirements
- Exhibit A: Pricing Information
- Exhibit B: Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Exhibit C: State of Missouri Division of Purchasing & Materials Management Terms and Conditions
- Exhibit D: CBORD Statement of Technical Support Services
- Exhibit E: CBORD Travel Policy
- Exhibit F: State Tax Exemption

1.2 Purpose and General Requirements/Instructions:

1.2.1 This document establishes a contract for the acquisition of new software licenses and on-going software licensing and maintenance/support for the Missouri Department of Corrections (DOC)'s existing Food Services Management System software that was originally acquired and licensed under expiring contract C203035001. The licensing and maintenance support services shall be provided in accordance with the requirements and provisions stated herein and in accordance with Chapter 34.044 of the Revised Missouri State Statutes for single feasible source procurements.

1.2.2 All requirements, provisions and pricing referenced herein as well as the attached State of Missouri requirements, terms and conditions shall apply and govern all provisions provided under the contract.

2. CONTRACTUAL REQUIREMENTS:

2.1 Contract Period:

2.1.1 The contract period shall be June 6, 2012 through June 5, 2013. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the contract period.

2.2 Renewal Options:

2.2.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods by written amendment signed by both parties. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document, with the exception of price. In no event increase by more than the cumulative increase in the calendar year's annual average of the U.S. Bureau of Labor Statistics Consumer Price Index, U.S. City Average, All Items, All Urban Consumers (revised 1982-1984 = 100) (the "Index"). Notice of annual license increases shall be provided to Customer at least 60 days prior to said increase.

2.3 Contract:

- 2.3.1 A binding contract shall consist of: (1) the SFS and any amendments thereto, (2) the contractor's response to the SFS, (3) clarifications, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits included in the SFS shall be incorporated into the contract by reference.
- 2.3.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.3.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
- 2.3.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. Both parties expressly and explicitly understand and agree that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.4 Price:

- 2.4.1 All prices shall be as indicated on the Exhibit A, Pricing Page(s).
- 2.4.2 If Tax-exempt, Customer shall attach a copy of Tax Exemption Certificate in Exhibit F.
- 2.4.3 Prices are FOB shipping point. Shipping fees will be prepaid by CBORD and added to the customer invoice.
- 2.4.4 Annual License/Maintenance Fees: The amounts shown in Exhibit A are the Annual Fees of the software license maintenance for the configuration. The annual license entitles the Customer to all enhancements to existing System features developed for the System at no additional charge, as well as membership in CBORD's User Group and 24 hours per day, 7 days per week telephone support.
- 2.4.5 The state shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Payments:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the SFS. After the forty-fifth day following the later of the date of delivery of the supplies and services or the date upon which the invoice is duly approved and processed, interest retroactive to the thirtieth day shall be paid on any unpaid balance, except balances for services provided by a gas corporation, electrical corporation, water corporation, or sewer corporation which has received authorization from the public service commission to impose late payment charges on delinquent utility bills, upon application of the vendor thereof. The rate of such interest shall be three percentage points above the average predominant prime rate quoted

by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.

- 2.5.2 CBORD shall render invoices to Customer which are due and payable on presentation, and Customer agrees to make payment to CBORD in lawful money of the United States. All unpaid amounts shall bear interest at the rate as provided in section 34.055, RSMo. CBORD shall notify Customer of non-payment, and if payment is not made within 60 days of said notice CBORD may, at its sole option and discretion (reserving cumulatively all other remedies and rights under this Agreement and law) terminate this Agreement.
- 2.5.3 Payment for new licenses: 100% of One-Time License fees, 100% of Client Services, and 100% of New System's Annual License fees shall be invoiced upon CBORD's receipt of signed amendment. First year annual license fees shall be prorated to coincide with existing annual license fee billing cycle and are due annually thereafter. Client Services' expenses are due and payable on presentation immediately after delivery of services.
- 2.5.4 The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) payments only.

2.6 Contractor Liability:

- 2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 1) The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - 2) Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7 Termination:

- 2.7.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 2.7.2 The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. Upon termination of this Agreement, Customer agrees to return all copies of System Software, including all CD's, listings, tapes, documentation, and related material within thirty (30) days termination of this Agreement. Customer also agrees to destroy (erase) all copies of System Software which have been copied onto mass storage devices (such as hard disks). The parties agree that, so long as this Agreement is in force, Customer shall continue to pay the Annual System License/Maintenance Fee described in Exhibit A, Pricing Pages.

2.8 Assignment:

2.8.1 This Agreement is for the sole use and benefit of Customer, and for no other person or location. No assignment, delegation or other use of any right or duty under the Agreement may be made by Customer without the written consent of CBORD. Any assignment, delegation, or other use attempted to be made without such written consent shall be void for all purposes, and any such purported assignment by Customer shall entitle CBORD to terminate the Agreement and/or to assess such additional fees as may be applicable. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.9 Inventions, Patents, and Copyrights:

2.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.9.2 **CBORD SHALL HOLD CUSTOMER HARMLESS, AND SHALL DEFEND ANY SUIT OR PROCEEDING BROUGHT AGAINST CUSTOMER INSOFAR AS SUCH SUIT OR PROCEEDING IS BASED ON A CLAIM THAT THE USE OF THE SYSTEM FURNISHED BY CBORD UNDER THIS CONTRACT CONSTITUTES INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, PROVIDED CBORD IS PROMPTLY NOTIFIED IN WRITING AND GIVEN AUTHORITY, INFORMATION, AND ASSISTANCE OF THE DEFENSE OF SAME; AND CBORD SHALL AT ITS OWN EXPENSE AND AT ITS OPTION, PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE SAID SYSTEM OR TO MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT OR TO REPLACE THE SAME WITH A NON-INFRINGEMENT INSTALLATION. THE FOREGOING SHALL NOT BE CONSTRUED TO INCLUDE ANY AGREEMENT BY CBORD TO ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT TO COPYRIGHTS, PATENTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS FOR NON-CBORD SOFTWARE OR INVENTIONS INCLUDING MORE THAN THE SYSTEM FURNISHED HEREUNDER, OR IN RESPECT TO COPYRIGHTS OR PATENTS, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS FOR METHODS AND PROCESSES TO BE CARRIED OUT WITH THE AID OF THE SYSTEM, EXCEPT THOSE THAT ARE INHERENT IN THE SYSTEM AS FURNISHED. THE FOREGOING STATES THE ENTIRE LIABILITY OF CBORD WITH REGARD TO THE COPYRIGHT, PATENT, TRADE SECRETS, AND OTHER PROPRIETARY RIGHTS INFRINGEMENT.**

2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty and the exclusive remedy with respect to any alleged patent infringement by such product or part.

2.10 Confidential Information

2.10.1 Customer acknowledges the proprietary rights of CBORD in and to the System, including but not limited to computer programs, user manuals, other supporting material and data, identifying symbols, passwords and user numbers, and further acknowledges that such are properly considered to be trade secrets in that they involve processes and compilation of information that are secret, confidential, and not generally known to the public, and which are the product of CBORD's own expenditure of time, effort, money, and creative skills. Customer also acknowledges and agrees that use of the System is furnished during the terms of the Agreement to Customer on a confidential and secret basis for the sole and exclusive use of Customer and not for resale, and agrees that it will not use, publish, disclose, or otherwise divulge to any person, except necessary officers, employees, and consultants of Customer, at any time, either during or after the termination of the Agreement, nor permit its officers or employees to so divulge any such information regarding the System, without the prior written consent of an officer of CBORD, except that Customer is authorized hereby to reproduce information derived from the System for its own internal use by authorized officers and employees. Notwithstanding the foregoing, the

proprietary and secret information covered hereby may be disclosed by Customer to a third party, person, firm or corporation if such disclosure is unavoidable because of its or their access to or control of Customer's computer, provided that this sentence shall not be deemed to permit any use of the System that would otherwise be prohibited by this Paragraph. In the event any such information is so disclosed, Customer agrees that any unauthorized use or disclosure of such information by such third party, person, firm, or corporation may be treated by CBORD as an unauthorized use of disclosure by Customer, and Customer shall remain liable therefore. Nothing herein shall be deemed to limit any rights of CBORD under copyright, patent or other law.

- 2.10.2 CBORD agrees that, without the prior written consent of an officer of Customer, it will not disclose to others nor will it permit its officers or employees to so disclose any technical or accounting data or proprietary information or confidential business information of Customer.
- 2.10.3 The preceding provisions of this Section shall not apply to any data, information, item, or other matter that is in the public domain at the time of disclosure to CBORD or Customer, or that is thereafter disclosed to either, as a matter of right by a third person or persons, or that thereafter passes into public domain by acts other than the unauthorized acts of CBORD or Customer, or that is in the possession of either party at the time of its disclosure by the other.
- 2.10.4 Customer agrees that all tangible objects provided by CBORD containing or relating to the trade secrets described in this Section are the sole and exclusive property of CBORD and on termination of the Agreement for any reason, Customer will forthwith return to CBORD software (CD's), the user manuals, instructions, and related material that were furnished to Customer, to destroy all copies of the System and data stored on disks, CD's or tapes, and shall not retain any copies for its use or for any purpose.
- 2.10.5 Without limiting anything contained in this Section, and subject to Customer's rights under Section 3.1.1 hereof, Customer agrees that it will not modify or permit anyone to modify any part of the System. This Section shall survive termination of this Agreement.

2.11 Insurance:

- 2.11.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.12 Coordination:

- 2.12.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13 Substitutions:

- 2.13.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.13.2 The state reserves the right to allow the contractor to substitute any new product/service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

2.14 Contractor Status:

2.14.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.15 Contractor's Personnel:

2.15.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state has the right to apply any remedies available under applicable federal and state laws.

2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.15.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.15.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

Outside United States - If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|--|-----------|-----------------|
| Are products and/or services being manufactured or | Yes _____ | No <u> X </u> |
|--|-----------|-----------------|

| | | |
|---|--|--|
| performed at sites outside the United States? | | |
| Describe and provide details: | | |

2.16 Intellectual Property Rights:

2.16.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the State by the contractor pursuant to this contract.

2.17 Entire Agreement:

2.17.1 A binding contract shall consist of: (1) the SFS B2Z12067 (contract C212067001) document, which includes the State of Missouri Terms and Conditions Single Feasible Source as modified herein; (2) any clarifications thereto and (3) the Division of Purchasing and Materials Management (DPMM)'s acceptance of the contract agreement by "notice of award" and/or countersignature on the cover page of SFS B2Z12067;

2.17.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM. Each party expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

2.18 Compliance with Terms and Conditions:

2.18.1 Any language or provisions contained in any "shrinkwrap" or "clickwrap" agreement shall be of no force or effect if such provisions conflict with the terms of this contract agreement (SFS B2Z12067).

2.19 Business Compliance:

2.19.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

2.19.2 The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

2.20 Notices:

2.20.1 Any notice or communication required or permitted under this Agreement shall be deemed given when received by the other party and must be delivered or mailed by United States mail, or sent by national delivery service, such as Federal Express or United Parcel Service, charges prepaid, in each case properly addressed to the addresses of the parties indicated on the signature page of the Agreement, or at such other address as may hereafter be furnished in writing by either party and such notice shall be deemed to have been given as of the date received by the other party. Customer will designate a CBORD "contact" who will provide information requested by CBORD.

2.20.2 Contacts for any such notice or communication are as follows:

For CBORD:

Max Steinhardt
 President
 The CBORD Group, Inc.
 61 Brown Road
 Ithaca, NY 14850
 Phone: 607-257-2410
 Fax: 607-257-1902
 Email: mxs@cbord.com

For Customer:

Phone:
 Fax:
 Email:

2.21 Force Majeure:

2.21.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

2.22 Project Assessment Quotations:

2.22.1 Project Assessment Quotation: The contractor's solution must allow for customizations of its functionality in order to provide the state with enhancements and/or new functionality needed by the state for customization of the system not described in the RFP (outside of the contract requirements included herein). The contractor shall understand and agree the state shall utilize the PAQ as a means to: (1) identify the specific tasks to be performed and (2) mutually agree upon total price, pursuant to the PAQ hourly pricing stated in Exhibit A, Pricing Pages, herein to be paid to the contractor upon completion of the specified tasks. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the state's specific project(s) and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state's designated Project Manager as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

STEP 1: PAQ REQUEST

The state's designated Project Manager will present a written request for each PAQ to the contractor in a standard format. The state's request must explain the scope of the project and the tasks the state desires the contractor to perform, including applicable business and technical specifications.

STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed-upon by the state and the contractor) to each such PAQ request from the state's designated Project Manager with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the state's designated Project Manager, the contractor must then prepare a final PAQ for resubmission to the state's designated Project Manager for final approval.

STEP 4: FINAL PAQ

The contractor's final PAQ must include:

Contract number;

State's name/address;

State's designated Project Manager name and telephone number;

Contractor's contact name and telephone number;

Brief title of specific PAQ;

Final PAQ issue date;

A detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e., project work), including requirements for and specified frequency of any required status reports (the specified project tasks and deliverables must be clearly stated and must be quantifiable);

The firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on Exhibit A, Pricing Pages);

Detailed completion schedule for each task/component of the project work;

Mutually agreed-upon turnaround times for the state's designated Project Manager to review, approve, and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;

Mutually agreed-upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed-upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;

Identification of the specific tasks within each component of the PAQ which must be completed by state personnel;

Signature and date lines for both the contractor and the state's designated Project Manager to signify approval.

STEP 5: APPROVAL OF FINAL PAQ

The contractor and the state's designated Project Manager must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The state's designated Project Manager: (1) must retain one signed copy; (2) must forward a copy to the DPMM for inclusion in the contract file; and (3) must send one copy to the contractor.

STEP 6: AUTHORIZATION TO PROCEED/PAQ PROJECT WORK

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Purchase Order or other authorization, except the state may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

STEP 7: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the state's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ approved by the state's designated Project Manager. The state's designated Project Manager shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonably delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state, the contractor shall deliver the source code materials pertaining to the PAQ project work to the state within five (5) business days.

STEP 8: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the state's designated Project Manager in accordance with the milestones for compensation outlined in the PAQ.

GENERAL REQUIREMENTS

The contractor shall submit draft and final PAQs in a timely manner. The state and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.

The state's designated Project Manager reserves the right to reject any contractor-submitted PAQ and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.).

The contractor shall not be paid for the preparation of the PAQ.

A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract that the contractor was awarded and must not change any provision of the contract.

Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the DPMM, a copy to the contractor, and retaining a copy for the state's designated Project Manager. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.

The state's designated Project Manager shall have the right to terminate the PAQ at any time for the convenience of the state, without penalty or recourse, by giving written notice to the contractor at

least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall, at the option of the state's designated Project Manager, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the state pursuant to the PAQ prior to the effective date of termination.

The duration of any PAQ must not exceed the effective contract period.

PAQ Invoicing: The contractor shall submit an itemized invoice to the state within 30 calendar days after completion of and in accordance with the mutually agreed-upon milestones for compensation of project costs for the contractor's project work (as specified in the applicable PAQ).

3. PERFORMANCE REQUIREMENTS

3.1 Software Maintenance Support Services:

- 3.1.1 Except as expressly provided herein, CBORD's maintenance obligations in this Section shall apply only if payments are not delinquent. If Customer shall discover an error in the coding or logic of the System as delivered to Customer that prevents the System from performing substantially in accordance with the documentation, Customer shall notify CBORD of error and on request by CBORD will deliver its analysis thereof accompanied by complete data listings, screen listings, and sample runs exhibiting the error. Upon receipt of such notice, CBORD shall, within ten (10) days, respond at its option in one of the following ways and deliver to Customer:
- a. An updated version of the System that corrects the error. The System shall be in the same form and quantity originally supplied to Customer in exchange for the CD's, documentation, and data originally delivered; or
 - b. Detailed and effective procedures for avoiding the error until such error is corrected in a subsequent release of the System; or
 - c. An agreed upon plan to fix the error.
- 3.1.2 CBORD shall periodically notify Customer of the availability of newer versions of the System that have been released for use by its Customers generally and shall, within sixty (60) days of receipt of written request by Customer, supply Customer with such newer version. The System shall be provided to Customer, without additional charges except for cost of on-site installation, if required, in the same form and quantity as originally delivered. If CBORD has notified Customer that a more recent version of the System than the version then installed at Customer's location, which is compatible with the computer System described, is available without further charge except on-site installation, and within six (6) months of such notice Customer has not installed the newer version, then Customer shall pay CBORD the charges specified herein hereof for any System Maintenance services performed by CBORD with respect to such older version of the System. Customer shall assist CBORD in its performance under this Section by allowing CBORD to use Customer's computer System, data listings, and sample runs to reproduce and/or correct any error and to install and check updated versions of System.
- 3.1.3 This Section shall not apply to System Maintenance services rendered by CBORD if the rendering of such services is required due to Customer changes to procedures, or computer environment, or due to Customer changes to CBORD software, or due to alteration of the data used by the System through methods other than provided by the System software, and any such services will be provided by CBORD at the Project Assessment Quotation (PAQ) pricing here. The Customer is required to perform daily back-ups of System data.
- 3.1.4 In the event neither CBORD nor any successor (by operation of law or otherwise) to the business of CBORD is ready, willing, and able to fulfill the obligations of CBORD under the terms of this

Agreement, CBORD agrees to make available to Customer without charge the source code of the System, provided, however, that so long as CBORD or any such successor shall be proceeding with due diligence and in good faith to fulfill such obligations, it shall be deemed to be ready, willing, and able to fulfill CBORD's obligations hereunder. In the event such source code is made available pursuant to the terms of this Section, the provisions relating to confidential information shall apply to Customer's use of such source code, except that the provisions shall not prohibit Customer's modification of such source code for its own use. The System source code shall be held in an escrow account by Robert J. Holdsworth, Jr., Esq., as Escrow Agent (Holdsworth Law Office, 200 Cayuga Heights Road, Ithaca, New York 14850).

3.2 Changes:

- 3.2.1 Changes to the System configuration or implementation schedule must be made in writing and require mutual consent. Such changes may result in a change of price and/or other terms of this Agreement. Additional trips to facilitate implementation can be made, at Customer's request, at the PAQ prices stated herein.
- 3.2.2 The contractor must provide maintenance (e.g. upgrades/new releases) and technical support services for the existing Food Services Management System software, including unlimited ongoing telephone support, problem determination, and resolution.
- 3.2.3 The contractor must provide to the agency a contact phone number which the agency can use to report technical system problems.
- 3.2.4 The contractor shall provide electronic support services. Electronic support services shall include the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions and answers thereto, and the ability to fix problems electronically.
- 3.2.5 The services in the Section 3.3 shall be provided by contractor in accordance with Exhibit D, CBORD Statement of Technical Support Services.
- 3.2.6 CBORD agrees to provide the Customer with services and Systems, hereinafter referred to as "the System" provided for in accordance with the provisions contained herein. Use of the System is limited to designated servers and computer workstations as defined in Exhibit A. If the System software is used on more than one computer, a license fee must be paid for each computer on which the System is made operational.

3.3 License:

- 3.3.1 CBORD hereby grants Customer a non-transferable, non-exclusive license to operate and use CBORD's System on a Customer-owned or -operated server or computer for the sole and exclusive benefit of Customer as defined in Exhibit A. Customer agrees to pay the sums set forth in Exhibit A.

3.4 System Version Distribution:

- 3.4.1 CBORD shall supply to Customer one (1) set of compact discs (CD's) containing the object code of System and one (1) copy of the On-line Help System and documentation, covering the installation and use of the System. The current version of the System shall be supplied for installation under this license.

3.5 Non-CBORD Software and Hardware:

- 3.5.1 Customer agrees to install the System on a server operated for the exclusive use by Customer, which will meet or exceed the specifications set forth herein, or as approved by CBORD.
 - a. Title passes to Customer on delivery to the carrier.

- b. Warranty service to be performed by manufacturer, with Customer responsible for warranty validation procedures, if any, notwithstanding any OEM licenses provided by CBORD.
- c. Customer is responsible to arrange for maintenance service and repair and replacement parts for equipment with manufacturer.
- d. CBORD Virus Protection Policy - CBORD regards computer viruses as intentional damage to the System, and therefore, any damage by viruses to the Customer's System will not be covered under this Agreement. CBORD recommends that all servers and workstations should be protected from damage caused by viruses through the installation and maintenance of a virus protection software application. In the event of damage caused to your CBORD-provided Systems by a virus, CBORD will make its best effort to assist Customer in re-installing any software originally provided by CBORD. CBORD cannot, however, assume responsibility for assisting Customer with the removal of viruses, nor can we be held responsible for any damage that viruses might cause. Any assistance provided by CBORD or any hardware maintenance provider in the detection, removal, or recovery of data relating to or caused by a virus, shall be the Customer's responsibility. CBORD labor costs shall be at currently published rates and any related travel, living, or shipping expenses will be billed at cost.

3.6 Warranty:

- 3.6.1 CBORD WARRANTS THE SYSTEM AND THE MATERIALS SUPPLIED IN CONJUNCTION THEREWITH TO BE FREE FROM ANY DEFECT IN MATERIAL OR WORKMANSHIP OR PROGRAMMING AT THE TIME OF DELIVERY, AND IN THE EVENT OF ANY SUCH DEFECT, REMEDIES AVAILABLE TO THE CUSTOMER WILL BE THOSE PROVIDED HEREIN.**
- 3.6.2 THE SYSTEMS LICENSED HEREUNDER SHALL SUBSTANTIALLY CONFORM TO THE SYSTEM DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT AT THE TIME IT IS DELIVERED TO THE CUSTOMER. CBORD AGREES TO CORRECT ANY AND ALL DEFECTS IN THE SYSTEM ARISING FROM THE SYSTEM. CBORD SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT THE SYSTEM IS CHANGED OR ALTERED IN ANY RESPECT BY ANYONE OTHER THAN AN AUTHORIZED AGENT OF CBORD AFTER THE DELIVERY OF THE SYSTEM TO THE CUSTOMER. CBORD SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES ARISING FROM THE FURNISHING BY THE CUSTOMER OF INCORRECT INFORMATION SUBMITTED AND USED AS INPUT TO THE SYSTEMS.**
- 3.6.3 THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CONTRACTOR MUST PROVIDE TECHNICAL SUPPORT AS OUTLINED IN THE STATEMENT OF TECHNICAL SUPPORT SERVICES, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT.**

**EXHIBIT A
Pricing Pages**

1. All prices quoted herein shall be firm, fixed for the contract period. Unless stated in Exhibit A, herein, the State shall assume that absolutely no other fees or charges shall be assessed to the State whatsoever in connection with the software and support services.

2. On-Site System Implementation Services:

CBORD agrees to supply and Customer agrees to pay such amounts as therein provided, for services to assist Customer in the on-site implementation of the System on Customer's computer System and to train Customer's personnel in the use of the System. Services in addition to the rates shown in Exhibit A shall be provided to and paid for by Customer in accordance herein, shall be pursuant to Project Assessment Quotation (PAQ) hourly pricing herein.

3. Additional Services/Reimbursement:

CBORD will perform services for Customer as requested, and Customer shall pay CBORD pursuant to Project Assessment Quotation (PAQ) hourly pricing herein. If the PAQ includes onsite services, Customer shall reimburse CBORD for reasonable travel, living, and out of pocket expenses in accordance with Exhibit E, Customer Travel Policy. Such reimbursement will include the actual charges incurred by CBORD.

| DESCRIPTION | Quantity | UNIT OF MEASURE | COST |
|---|----------|-----------------|--------------------|
| Eastern Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | \$11,289.19 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | \$414.72 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | \$3,732.46 |
| Maintenance: Inventory Control & Purchasing Module Tier 1 | 1 | Year | \$3,104.10 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | \$691.19 |
| Maintenance: Nutritional Accounting Module | 1 | Year | \$1,885.08 |
| Maintenance: NetHIMS Web Based Handheld Inventory Management System | 1 | Year | \$1,393.20 |
| Maintenance: NetHIMS software per Handheld Units | 2 | Year | \$412.80 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | \$619.20 |
| Maintenance: Automate Professional | 1 | Year | \$1,496.40 |
| Eastern Cook Chill Facility Total: | | | \$25,038.34 |
| Jefferson City Cook Chill Facility | | | |
| Maintenance: Central Office System | 1 | Year | \$11,289.19 |
| Maintenance: CBORD Master Nutrient Database | 1 | Year | \$414.72 |
| Maintenance: Cook/Chill Commissary Module | 1 | Year | \$3,732.46 |
| Maintenance: Inventory Control & Purchasing Module Tier 1 | 1 | Year | \$3,104.10 |
| Maintenance: IMS Order Transmission Interface | 1 | Year | \$691.19 |
| Maintenance: Nutritional Accounting Module | 1 | Year | \$1,885.08 |
| Maintenance: NetHIMS Web Based Handheld | 1 | Year | \$1,393.20 |

| | | | |
|--|-----------------|---------------------------------|---|
| Inventory Management System | | | |
| Maintenance: NetHIMS software per Handheld Unit | 2 | Year | \$412.80 |
| Maintenance: NetHIMS Add-on for Issuing and Transfer requisitions | 1 | Year | \$619.20 |
| Maintenance: Automate Professional | 1 | Year | \$1,496.40 |
| Jefferson City Cook Chill Facility Total: | | | \$25,038.34 |
| Missouri Eastern Correction Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,893.72 |
| Missouri Eastern Correctional Center Facility Total: | | | \$1,893.72 |
| South Central Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,893.72 |
| South Central Correctional Center Facility Total: | | | \$1,893.72 |
| Boonville Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,893.72 |
| Boonville Correctional Center Facility Total: | | | \$1,893.72 |
| Northeast Correctional Center | | | |
| Maintenance: FMS Multi-Unit Manager | 1 | Year | \$1,893.72 |
| Northeast Correctional Center Facility Total: | | | \$1,893.72 |
| OTHER COSTS | | | |
| Maintenance: FSS software workstation site license | 1 | Year | \$21,455.28 |
| Maintenance: Enterprise-wide site license Add-on | 1 | Year | \$4,293.12 |
| Other Costs Total | | | \$25,748.40 |
| PROJECT ASSESMENT QUOTATION PRICING | | | |
| The offeror must state below firm, fixed hourly rate pricing to be used for Project Assessment Quotations (PAQ) in event the agency requests services (including but not limited to Project Management Consulting services and Personalized Distance Training services) and/or modifications not identified in the RFP requirements. | | | |
| Project Assessment Quotation (PAQ) Pricing | | | |
| <i>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i> | PER HOUR | FIRM, FIXED HOURLY PRICE | BRIEF DESCRIPTION OF DUTIES / RESPONSIBILITIES |
| Personalized Distance Training (FMS DT SV 5SVS0218) | Hour | \$165.00 | |
| Project Management (FMS PM SV 5SVS0211) | Hour | \$210.00 | |
| Concero Technical Consulting (FMS PM SV SVS0980021) | Hour | \$210.00 | |

The customer is responsible for compliance with the appropriate Microsoft SQL Server Licensing (either Per Processor Licensing or Server/ Client Access Licenses) requirements and fees, as well as staffing a knowledgeable MS SQL database administrator with I.T. support experience, as CBORD does not support Microsoft SQL Enterprise-Wide Manager. The customer is also responsible to provide the appropriate version of MS-SQL Server to be able to use the CBORD systems. The CBORD software will operate on MS-SQL 2008 server and associated service releases. CBORD also requires a test environment with test data for initial upload, testing, and future upgrade testing.

Phase I

| Item Number | Product Description | Quantity | Unit Base Price | Ext Net Price | Annual Fee YR ¹ |
|---|--|----------|-----------------|----------------------|------------------------------|
| Product: Product Group: FSS Software | | | | | |
| | | | | \$217,638.00 | \$22,464.00 |
| W-FMS MULTI ² | Unit Manager System | 9 | \$10,973.00 | \$98,757.00 | \$20,385.00 |
| NETHIMS UNIT ^{3,4} | NetHIMS Software License for Handheld Unit | 9 | \$1,118.00 | \$10,062.00 | \$2,079.00 |
| Product: Product Group: FSS/NSS software² | | | | | |
| | | | | \$27,432.00 | \$2,781.00 |
| ADD W/S ENTERPRISE ^{5,6} | Enterprise-wide Site License | 1 | Previously Paid | Previously Paid | Previously Paid ⁶ |
| SFT7570132 ⁷ | Multi-user Server Per Site License | 9 | \$1,524.00 | \$13,716.00 | \$2,781.00 |
| Totals | | | | \$122,535.00 | \$25,245.00 |
| Less CBORD Discount | | | | (\$29,627.10) | N/A |
| Grand Totals | | | | \$92,907.90 | \$25,245.00 |

Phase I Payment Schedule (Section 2.5.2.)

100% of One-Time License fees, 100% of Client Services, and 100% of New System's Annual License fees shall be invoiced upon CBORD's receipt of a valid purchase order, received by CBORD no later than March 5, 2013.

First year annual license fees shall be prorated to coincide with existing annual license fee billing cycle and are due annually thereafter. Client Services' expenses are due and payable on presentation immediately after delivery of services.

Phase II

| Item Number | Product Description | Quantity | Unit Base Price | Ext Net Price | Annual Fee YR ¹ |
|---|--|----------|-----------------|----------------------|------------------------------|
| Product: Product Group: FSS Software | | | | | |
| | | | | \$217,638.00 | \$22,464.00 |
| W-FMS MULTI ² | Unit Manager System | 9 | \$10,973.00 | \$98,757.00 | \$20,385.00 |
| NETHIMS UNIT ^{3,4} | NetHIMS Software License for Handheld Unit | 9 | \$1,118.00 | \$10,062.00 | \$2,079.00 |
| Product: Product Group: FSS/NSS software² | | | | | |
| | | | | \$27,432.00 | \$2,781.00 |
| ADD W/S ENTERPRISE ^{5,6} | Enterprise-wide Site License | 1 | Previously Paid | Previously Paid | Previously Paid ⁶ |
| SFT7570132 ⁷ | Multi-user Server Per Site License | 9 | \$1,524.00 | \$13,716.00 | \$2,781.00 |
| Totals | | | | \$122,535.00 | \$25,245.00 |
| Less CBORD Discount | | | | (\$29,627.10) | N/A |
| Grand Totals | | | | \$92,907.90 | \$25,245.00 |

Phase II Payment Schedule (Section 2.5.2.)

100% of One-Time License fees, 100% of Client Services, and 100% of New System's Annual License fees shall be invoiced upon CBORD's receipt of a valid purchase order, received by CBORD no later than June 5, 2013.

First year annual license fees shall be prorated to coincide with existing annual license fee billing cycle and are due annually thereafter. Client Services' expenses are due and payable on presentation immediately after delivery of services.

¹First-year Annual License Fees are due with One-Time License Fees, and annually thereafter.

²Prices quoted are for installation on proposed or existing workstations.

³The noted CBORD web-based applications may be installed on a web-server and accessed by eligible system users from a browser on any network device—including a mobile device—without requiring an individual CBORD workstation license on that device. All other CBORD applications are client-server applications and require per workstation/server licensing.

⁴Does not include cost of required Wireless Handheld Computers. Wireless devices require 802.11 compatibility, Windows Mobile version 5 or 6, and wireless network connections. Wireless NethIMS requires a Wireless Handheld Computer with a barcode scanning device to utilize those features. CBORD recommends the MC 9190 Series from Motorola / Symbol Technologies, Socket Mobile 655M from Dell Inc. or similar device. Does not include cost of required Web Server, Operating System software and IIS software.

⁵Enterprise-Wide Fee Site License allows Customer use of the CBORD Systems on unlimited number of workstations per site, but does not include Microsoft SQL workstation license fees that are required for every workstation.

⁶Enterprise-Wide Site License was previously purchased by Missouri Department of Corrections and has been extended to the sites listed in Exhibit A under this Investment Summary. The associated annual license fees remain due and payable annually by above mentioned sites.

⁷The Multi-User Per Server License shall be valid only after the Corporate Enterprise Wide Site License has been licensed. In the event of the discontinuance of the Enterprise Wide Site License, the Multi-User Per Server License shall be replaced with Individual Workstation Licenses at the then-current price.

The customer is responsible for compliance with the appropriate Microsoft SQL Server Licensing (either Per Processor Licensing or Server/ Client Access Licenses) requirements and fees, as well as staffing a knowledgeable MS SQL database administrator with I.T. support experience, as CBORD does not support Microsoft SQL Enterprise-Wide Manager. The customer is also responsible to provide the appropriate version of MS-SQL Server to be able to use the CBORD systems. The CBORD software will operate on MS-SQL 2008 server and associated service releases. CBORD also requires a test environment with test data for initial upload, testing, and future upgrade testing.

NEW SITES

1. Algoa Correctional Center (ACC)
2. Chillicothe Correctional Center (CCC)
3. Crossroads Correctional Center (CRCC)
4. Eastern Reception and Diagnostic and Correctional Center (ERDCC)
5. Farmington Correctional Center (FCC)
6. Fulton Reception and Diagnostic Center (FRDCC)
7. Jefferson City Correctional Center (JCCC)
8. Kansas City Release Center (KCCRC)
9. Moberly Correctional Center (MCC)
10. Maryville Treatment Center (MTC)
11. Ozark Correctional Center (OCC)
12. Potosi Correctional Center (PCC)
13. Southeastern Correctional Center (SECC) (this is the institution that was replaced as a pilot)
14. St. Louis Release Center (SLCRC)
15. Tipton Correctional Center (TCC)
16. Womens Eastern Diagnostic and Correctional Center (WERDCC)
17. Western Missouri Correctional Center (WMCC)
18. Western Reception and Diagnostic and Correctional Center (WRDCC)

**EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**
 The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under SFS B2Z12067 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Corrections with all documentation required in Box B of this exhibit.

| | |
|---|--|
| _____ Authorized Representative’s Name (Please Print) | _____ Authorized Representative’s Signature |
| _____ Company Name (if applicable) | _____ Date |

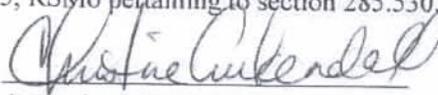
EXHIBIT B, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

(Complete the following if you DO NOT have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that The CBORD Group, Inc. _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Christine Curkendall _____
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

The CBORD Group, Inc. _____
Business Entity Name

11/16/12
Date

csc@cbord.com _____
E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

X Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

X Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

X Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT B, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Christine Curkendall _____ (Name of Business Entity Authorized Representative) as Director of Contract Administration _____ (Position/Title) first being duly sworn on my oath, affirm The CBORD Group, Inc. _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that The CBORD Group, Inc. _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Christine Curkendall _____ Christine Curkendall
Authorized Representative's Signature Printed Name

Director of Contract Administration _____
Title Date 11/16/12

_csc@cbord.com _____
E-Mail Address

Subscribed and sworn to before me this 16th _____ of November 2012 _____ I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Gwinnett _____, State of
(NAME OF COUNTY)
Georgia _____, and my commission expires on 3-1-13 _____
(NAME OF STATE) (DATE)

[Signature] _____ 11/16/12 _____
Signature of Notary Date



Company ID Number: 162015

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and The CBORD Group - Headquarters (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 162015

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer The CBORD Group - Headquarters

Christopher Engler

Name (Please type or print)

Title

Electronically Signed

11/04/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 162015

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

11/04/2008

Signature

Date

Company ID Number: 162015

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: The CBORD Group - Headquarters

Company Facility Address: 61 Brown Road
Ithaca, NY 14850

Company Alternate Address: _____

County or Parish: TOMPKINS

Employer Identification Number: 201231681

North American Industry
Classification Systems Code: 541

Parent Company: The CBORD Group, Inc.

Number of Employees: 100 to
499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- NEW YORK 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | |
|-------------------|-----------------------------------|-------------|
| Name: | Lisa Patz | Fax Number: |
| Telephone Number: | (607) 257 - 2410 ext. 2591 | |
| E-mail Address: | lxp@cbord.com | |
| Name: | Christopher Engler | Fax Number: |
| Telephone Number: | (607) 257 - 2410 ext. 2264 | |
| E-mail Address: | ccc@cbord.com | |
| Name: | Rae Harris | Fax Number: |
| Telephone Number: | (607) 257 - 2410 ext. 2341 | |
| E-mail Address: | rdh2@cbord.com | |
| Name: | Linda Gardner | |

Company ID Number: 162015

Telephone Number: (607) 257 - 2410 ext. 2554
E-mail Address: ljg@cbord.com

Fax Number:



Employment Eligibility Verification

Welcome
Linda Gardner

User ID
LGAR2468

Last Login
11:40 AM - 11/15/2012 Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

| | | |
|--|--------------------------------|-----------------------------|
| Company Name: | The CBORD Group - Headquarters | View / Edit |
| Company ID Number: | 162015 | |
| Doing Business As (DBA) Name: | | |
| DUNS Number: | | |
| Physical Location: | | Mailing Address: |
| Address 1: | 61 Brown Road | Address 1: |
| Address 2: | | Address 2: |
| City: | Ithaca | City: |
| State: | NY | State: |
| Zip Code: | 14850 | Zip Code: |
| County: | TOMPKINS | |
| Additional Information: | | |
| Employer Identification Number: | 201231681 | |
| Total Number of Employees: | 100 to 499 | |
| Parent Organization: | | |
| Administrator: | The CBORD Group, Inc. | |
| Organization Designation: | | |
| Employer Category: | None of these categories apply | |

| | | |
|---------------------------------|--|-----------------------------|
| NAICS Code: | 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES | View / Edit |
| Total Hiring Sites: | 1 | View / Edit |
| Total Points of Contact: | 4 | View / Edit |

[View MOU](#)

EXHIBIT B, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and an Affidavit of Work Authorization, dated and signed September 1, 2009 or after, already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009.**

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative’s Name
(Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT C
STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Missouri Western District Court of Appeals.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Invoices shall include shipping charges FOB origin, freight prepaid and billed.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Neither party shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior consent of the other.
- d. Payment for all equipment, supplies, and/or services required herein shall be made as indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned pursuant to CBORD's return policy
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

5. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

6. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

7. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

8. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

9. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

10. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.



Statement of Technical Support Services

Customer Support Information and Service Level
Guidelines

Revision 4
August 2012

Changes are periodically made to the information contained in the *Statement of Technical Support Services: Customer Support Information and Service Level Guidelines*. Updates will be distributed as necessary.

Please send any comments on this document to the following address:

CBORD Technical Support
The CBORD Group, Inc.
61 Brown Road
Ithaca, NY 14850
TEL 607.257.2410
FAX 607.257.1902
E-MAIL support@cbord.com

CBORD may use or distribute any of the information you supply in whatever manner it believes appropriate without incurring any obligation whatsoever.

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All other product names referenced are believed to be trademarks or registered trademarks or service names of their respective companies.

3 INTRODUCTION

Welcome to the CBORD® Statement of Technical Support Services. This document outlines the support services you receive in exchange for your annual fees and explains how best to utilize these services. Service level guidelines, escalation procedures, and the general processes used within CBORD Technical Support are also described. This document is not intended to explain every item that CBORD Technical Support does or does not cover.

Our Commitment to Support:

We appreciate the partnership that CBORD shares with our Customers. At CBORD, we understand that the Customer's success may depend on how effectively the Customer can put our products to work. Sharing information, being responsive as well as accessible, and working through problems and solutions together are an important part of our commitment to providing an effective, comprehensive support program.

Support Center:

CBORD provides support coverage 24 hours a day, 7 days a week. CBORD Technical Support includes subject matter experts for the various supported products who understand the impact and the urgency in resolving issues.

4 CBORD TECHNICAL SUPPORT CENTER PROCEDURES - HOW SUPPORT WORKS

The processes and procedures used by CBORD Technical Support help to ensure that each support request is handled in the most efficient, thorough, and professional manner possible, while providing a high level of Customer satisfaction.

4.1 When Is Support Available?

- Assistance is available 24 hours a day, 7 days a week. CBORD Technical Support is staffed from 7 AM to 7 PM Eastern Time, Monday through Friday.
- Off-hours and holiday calls will be handled by an on-call Support Technician. An answering service may be used to route calls to the Support Technician. CBORD offices are closed on the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, Christmas Eve, and Christmas.
- Off-hours, holiday, and emergency support is for assisting with critical issues with CBORD products as defined in the Priorities section of this document.
- Home phone or cell phone numbers of CBORD Technical Support team members will not be distributed.
- At times, due to unplanned emergency situations during normal business hours (e.g., weather-related shutdown of a CBORD office), CBORD Technical Support's phones will be forwarded to the answering service for call routing to the Support Technician if possible.

4.2 Who Is Supported?

All Customers current in their annual fees are supported.

4.3 Telephone Support

CBORD provides high-quality support via telephone to help the Customer make the best use of their investment in CBORD products. Our goal is to track and route calls to the first available Support Technician to provide the highest level of Customer satisfaction.

Telephone support is the recommended way to get the quickest response from CBORD Technical Support as outlined in Section 3 (Service Level) of this document.

4.4 Web-Based Support - The CBORD Customer Portal

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website. Cases created over the web will be responded to as outlined in Section 3 of this document. Customers can track and update their current cases as well as add attachments via the CBORD Customer Portal.

Note: Critical or high-priority issues should always be phoned into CBORD Technical Support. Only non-critical requests should be made through the CBORD Customer Portal. The CBORD Customer Portal service level commitments are based on the time the case was created.

Before you can get into the CBORD Customer Portal system, you must obtain a CBORD user ID and password. If you do not have an ID and password, go to <https://www.cbord.com/login/> to learn how you may obtain one.

Once you have an ID and password, you can find the Customer Portal at <http://esupport.cbord.com/>. Just enter the ID and password to log in, and then select Support Center on the left side of the screen. You will see options where you can Create and Close Cases, Query the Cases for your site, and Add Case Notes. You can also add attachments to new or existing cases.

4.5 Contacting CBORD Technical Support

CBORD Technical Support is available to assist with and help resolve CBORD application and product issues for all CBORD Customers current in annual fees.

NOTE: Urgent or critical support needs should always be phoned into CBORD Technical Support.

- **Foodservice Management Systems:** Support for users of CBORD's foodservice, catering, dietary, and clinical software management systems (including GeriMenu®).
 - Phone: **607.257.3775**
- **Transaction Processing Systems:** Support for users of CBORD's privilege control systems, Access in a Box, OmniONE™, OmniACCESS™, Odyssey PCS™, MICROS® 9700/3700 systems, Webfood®, Odyssey HMS™
 - Phone: **607.257.3665**
- **CS Gold Card Systems:** Support for users of CBORD's CS Gold®, CS Access™, and CS Housing® systems
 - Phone: **866.789.2977**
- Via the Internet: <http://esupport.cbord.com>
The CBORD Customer Portal provides immediate access to the Customer's support activity at CBORD. The CBORD Customer Portal forms an important link between the Customer's operation and our support center. Every contact made with CBORD Technical Support is logged and tracked online. The Customer can view the status of the site's issues in real-time. The Customer can insert notes and additional technical information directly into cases, to share with Support Technicians.

Upon contacting CBORD Technical Support, a case will be created within the CBORD case-tracking system where all information and detail related to the reported issue will be documented. The information contained in each case is freely available to Customers current in their annual fees.

4.6 Who Can Call?

Any trained user of the CBORD application at a covered Customer site may contact CBORD Technical Support. However, one or more application experts should be identified at each site who will act as a Primary Contact. CBORD's case-tracking database has designated a Primary Contact(s) linked to each Customer site. Primary Contacts are required to be knowledgeable about the installed CBORD products at the Customer site and how they are used in the Customer-specific environment.

CBORD Technical Support should be notified if the Customer needs to change their contact or site information. This is necessary to ensure we maintain accurate and complete contact information for all sites. Please be prepared to provide the following details:

- Company/Site Name
- New Contact Name (to be added) and/or Former Contact Name (to be removed)
- Title
- Address
- Phone, Fax, and E-mail Information

4.7 Before You Call

Telephone support is the best way to get the quickest response from CBORD Technical Support, especially for urgent issues. Non-critical issues can be reported via the CBORD Customer Portal on the Internet. The guidelines below will help you make the most effective use of CBORD Technical Support – and help us resolve issues quickly and accurately.

If something isn't working the expected way, we recommend that you explore the problem to assess whether it's something you can readily resolve. The following are suggestions to try:

- Verify that the problem is related to the CBORD application. The problem may be with the network, power, third-party software, or interfaces in which case the appropriate vendor for support will need to be contacted.
- Attempt to reproduce the problem.
- Check the obvious things like cabling, power, login information, etc.
- Review all relevant documentation – including any manuals and application help.
- If the problem is reproducible, check to see if any changes have recently taken place in the operating environment that might be responsible for the problem.
- Note any error messages you're getting.
- Go to the CBORD Support and Training website at <http://www.cbord.com/support/> and search for any relevant documentation and/or solutions. Just click on the product for which you want more information, by selecting Food & Nutrition Systems, Gold Systems, or Odyssey Systems located on the right side of the screen.

4.8 When You Call

When you contact CBORD Technical Support, please provide the following information when working with the Support Technician:

- The name of the CBORD application (e.g., Nutrition Service Suite[®], EventMaster[®], CS Gold)
- The version of the application
- A description of the issue including expected results versus actual results. This is key in assisting CBORD Technical Support in setting the priorities as outline in Section 3.2 (Case Priorities).
- Actions you tried in order to resolve the issue
- Relevant documentation such as log files and screen shots
- Exact error messages
- A specific site contact, whether it be the caller or another Customer contact, for CBORD Technical Support communication. This should include all phone numbers, including cell, and e-mail information in order to facilitate issue communication.

4.9 Case Number

Each Customer support request that comes into CBORD Technical Support, by any medium (phone or via the CBORD Customer Portal on the Internet), is logged into our case-tracking system and assigned a case number. This unique identifier enables the Customer and our Support Technicians to track issues until the problem is resolved. It is important to record this number for reference in the event a status update is required or you have additional information or questions regarding the case.

4.10 Case Resolution - Assistance from Other Areas

After a case is created, the Support Technician will attempt to resolve the issue. If the issue cannot be resolved in a timely manner, the case will be escalated to a Senior Support Technician or another CBORD team such as Development. Resolution times vary, but are estimated depending on priority as defined in Section 3 (Service Level) of this document.

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

Due to the complexity of issues that are normally worked on by Senior Support Technicians and the Development group, resolution-time guidelines are no longer in effect upon escalation. However, while the guidelines may no longer apply, we will still work for an expedient resolution — particularly for those issues of highest urgency.

4.11 Case Closure/Resolution

The following criteria will be used to determine when a support issue can be closed:

- A solution is provided to the Customer to implement.
- A fix is implemented by a Support Technician.
- The Customer fails to respond to multiple communications from CBORD.
- It is determined that the issue is not due to the CBORD product but to external issues beyond CBORD's control and influence.

From time to time, the need arises to reopen a previously closed case within the CBORD case-tracking system. CBORD Technical Support may choose to reopen a case previously closed or open a new case with reference to the previous case number.

5 SERVICE LEVEL

This section reviews the Response and Resolution Time goals for CBORD Technical Support. Response and resolution times are measured guidelines that define how quickly CBORD Support initially responds to a request for assistance, and the total duration of time required to complete the request for assistance.

5.1 Response Time

The time that it takes the Support Technician to contact the Customer after the case is created in CBORD's case-tracking system.

If the Customer requests a specific Support Technician when a case is created, response-time standards do not apply.

Initial Response Times for Standard Support:

| Case Reported by: | Initial Response time: |
|--|--|
| Phone call via support line - business hours | Immediate up to 1 hour (up to 30 minutes for Priority 1 issues) |
| Phone call via support line - off-hours | Up to 1 hour |
| CBORD Customer Portal on the Internet | Up to 1 business hour for new case submissions. Business hour is within 7 AM to 7 PM, Eastern Time, Monday through Friday. |

5.2 Case Priorities

All cases created by CBORD Technical Support will be assigned a priority level indicating the magnitude of the Customer issue. Service-level standards and measurements are based on the priority assigned to a case.

Please note that the descriptions and examples below are not intended to define absolutely the criteria by which priority assignments are made. The priority assigned to any case is determined by, and at the sole discretion of, CBORD Technical Support.

| Priority Level | Clinical (and Long Term Care), Food Production, and Catering | Odyssey PCS, MICROS POS, CS Gold, Odyssey HMS, and Webfood |
|----------------|---|--|
| Priority 1 | <p>Outage or loss of key functionality that is high impact and high urgency (critical):</p> <ul style="list-style-type: none"> BME selections not showing for same day meals; otherwise Priority 2 Concerto not generating meal selections Live System down NetMenu® – Multiple locations or a significant number of users impacted Room Service Tray Tickets not printing Tray Tickets not printing for multiple patients for the same or next day meals only; otherwise Priority 2 Upgrade failure in live environment | <ul style="list-style-type: none"> "Credit Card Processing not working" issues All access locations and/or alarms are offline or not working CS Gold patron/database records deleted in error. Entire system is offline. Production System down Server crash |
| Priority 2 | <p>Loss of key functionality that impairs the user's ability to maintain business processing (urgent):</p> <ul style="list-style-type: none"> BME Synchronization Issues BME selections not available beyond current day CBORDian onsite ETM did not complete in live environment EventMaster: Unable to access events EventMaster: Unable to print standard contracts/event sheets/invoices NetMenu – The business can continue in a restricted fashion; no acceptable workaround Patient Menus not printing for the same or next day Production Interface down Tray Monitor down in live environment Tray tickets not printing for a single patient or for meals in Live System and beyond the current or next day Unable to generate production reports Unable to place orders Unable to process inventory | <ul style="list-style-type: none"> A single or group of access locations and/or alarms is offline or not working CCA (Credit Card) issues EOD (End of Day) failures Payroll deduct (Export) issues Revenue Center down Single terminal down User Interface can't connect or has an error that makes it otherwise unusable |
| Priority 3 | <p>"Standard support" including but not limited to:</p> <ul style="list-style-type: none"> DB Backup issues End of Day issues NetMenu – Minor loss of service where the impact on the business is an inconvenience; short-term workaround to resolve the incident Patient Menus not printing beyond today or next day Test Environment Issues | <p>"Standard support" including but not limited to:</p> <ul style="list-style-type: none"> CCA Install (Express Service fee required) DB Backup issues Parameter Configuration Reporting Issues Test System down |
| Priority 4 | | |
| Priority 5 | <p>Activities that need scheduling:</p> <ul style="list-style-type: none"> Custom Report and Query Requests Enhancement Requests Installations Upgrades VPNs/WebEx® Installation <p>Informational:</p> <ul style="list-style-type: none"> Documentation Requests Questions/information on setup, configuration, and reporting Security Forms | <p>Activities that need scheduling.</p> <ul style="list-style-type: none"> CCA Install/Change of Service Reconciliation (Out of balance, Totals incorrect, etc.) CS Gold and Oracle® patch upgrades Datacard upgrades Odyssey version upgrades Revenue Center add-ons (non-Express Service fee) Server Swaps Service Pack / Hot Fix for MICROS VPNs/WebEx Installation |

5.3 Resolution Time

CBORD Technical Support strives to deliver a resolution in as expedient a time frame as possible. Expected resolution time is different for each situation or issue. The Support Technician will work with the Customer to evaluate the problem being encountered and determine the appropriate priority assignment and thus a resolution time target.

Target resolution time indicated is for the primary issue to be resolved. However, the case may remain open for monitoring and verification purposes.

Target resolution time based on priority:

| Priority Level | Target Resolution Time |
|----------------|---|
| Priority 1 | 4 hours or less |
| Priority 2 | 8 hours or less |
| Priority 3 | Resolution time will vary depending on the specific issue |

Due to the complexity of issues that are normally worked on by Senior Support Technicians and the Development group, resolution-time guidelines are no longer in effect upon escalation. However, while the guidelines may no longer apply, we will still work for an expedient resolution — particularly for those issues of highest urgency.

Issues causing a suspension of resolution time tracking may include:

- Tasks requiring additional information from the Customer including copies of databases, reports, or logs
- Implementation of changes that require remaining in a monitoring state for an extended period before confirmation of resolution (e.g., a problem with End-of-Month reporting)
- Escalation to Customer IT
- Escalation to Development for further research
- Programming or consultation issues that require the scheduling of resources not normally available in Technical Support
- Feature enhancement requests

The Support Technician will commit to a follow-up action with the Customer on the case including any changes in status.

5.4 Customer Escalation of Issues

CBORD wants all Customer experiences to be positive. If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line.

If the issue is still not resolved, further escalation can be made to:

- Technical Support Senior Manager, Operations
- Director of Technical Support

6 SCOPE OF SUPPORT

The following outlines the scope of activities for the CBORD Technical Support teams. Refer to <http://www.cbord.com> for specific products supported.

Y = Responsibility of CBORD Technical Support and/or the Customer

N = Not a responsibility of CBORD Technical Support and/or the Customer

N/A = Not applicable

B = The support activity is out of support scope and not covered by annual fees but is available from CBORD at an additional cost; certain activities may be managed and executed by areas outside CBORD Technical Support

| Activity | Description | CBORD Support | Customer | Comments and Exceptions |
|-----------------------------------|---|----------------------|-----------------|---|
| 6.1 Standard Support | | | | |
| Problem Resolution | Technical problem solving and troubleshooting of CBORD applications. - Refers to CBORD-developed applications. Third-party applications vary by support team. | Y | N/A | See http://www.cbord.com for product listings. |
| Third Party | Limited third-party product support. | Y | N/A | See http://www.cbord.com for product listings. |
| Application Error Messages | Resolution and/or explanation of CBORD application-generated error messages. | Y | N/A | |
| Questions | General guidance with CBORD application procedural and system capability questions. | Y | N/A | |
| Interface Implementation | New interface implementation requests between CBORD applications and non-CBORD products. | B | N/A | Will be forwarded to CBORD Sales. |
| Site Implementation | Site-specific implementation of the application is outside the scope of support but is available as a billable service through CBORD's Implementation team. | B | N/A | Billable service. |
| User Problem Assistance | Assistance with user problems that occur during normal system operations of CBORD applications. - CBORD will provide limited support on database management systems <i>except db administration.</i> | Y | N/A | |
| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
| System Feature Assistance | Assistance to trained users in using System features. - CBORD reserves the right to identify training shortcomings and require those | Y | N/A | Customer to ensure that users are trained. |

| | | | | |
|-----------------------------|--|-----|-----|--|
| | deficiencies be corrected in order to continue providing in-scope support. | | | |
| Hardware Maintenance | Processing requests for hardware maintenance or repair. The specifics of the maintenance or repair are dependent on the service contract level of the equipment. | Y** | N/A | ** Hardware maintenance <u>not</u> applicable to Odyssey HMS. |
| Product Defects | Escalate product defects to the CBORD Development team. - Support submits to Development and communicates with the Customer the status of the issue as well as when the correction has passed testing. | Y | N/A | |
| Enhancement Requests | Processing of enhancement requests. All enhancement requests are evaluated by CBORD Product Management to determine future system development. - Support submits requests to Development. Enhancement cases will not remain open if not addressed in a soon-to-be released version. - Customer can contact CBORD Technical Support if status updates are desired, as well as review release notes on the CBORD website at www.cbord.com . | Y | N/A | |
| Onsite Support | Onsite support by CBORD technicians. | N | N/A | While CBORD technicians do not provide onsite support, CBORD may dispatch third-party technicians to repair equipment, at our discretion (based on service contract level for the equipment as well as complexity of the repair and challenges with depot repair for the equipment). |
| Custom Development | New custom development including queries, views, and reports. | B | N/A | While CBORD technicians do not provide custom development, the CBORD Technical Support teams will submit the requests to the proper team within CBORD for a specification and quote. |

| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
|------------------------------|--|------------------|----------|---|
| Net Product Support | Initial point of contact for "Net Products" hosted by CBORD. | Y ** | N/A | ** Not applicable to MICROS POS Support. |
| Infrastructure Support | Maintaining operating environment and network infrastructure including but not limited to virtualized environments, network operating systems, etc. | N | Y | Infrastructure must be to CBORD specification. |
| CBORD Website Assistance | CBORD website support – questions regarding recorded eSeminars, documentation, CBORDData, ftp, etc. - Will communicate with CBORD resources to address the issue. Provide existing documentation to Customers. | Y | N/A | |
| Documentation | | Y | N/A | |
| 6.2 Off-Hours Support | | | | |
| Off-Hours | Support during non-standard business hours. - Off-hours support will be used to resolve emergency issues defined in this document as either Priority 1 or 2. - Priority 3 and 5 cases will be handled during regular business hours unless previously scheduled as a billable service. | Y | N/A | |
| 6.3 Remote Access | | | | |
| Remote Access Requirement | Approved remote access required for support. | Y ** | N/A | ** Certain CBORD products do not require remote support; contact CBORD Technical Support for questions. |
| WebEx | WebEx Installation - Subject to approval and appropriate licensing fee. Must be scheduled. | B | N/A | |
| VPNs | VPN Installation – Limited to configuration on the CBORD network. Subject to approval and appropriate licensing fees. Must be scheduled. | B | N/A | |
| File Transfer Assistance | Remote access to Customer site to transfer files required for support from Customer location to CBORD (e.g., via ftp). | Y ** | Y ** | ** Customer is responsible for providing database for Food Management Systems support. |

| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
|--|--|------------------|----------|--|
| 6.4 Training and Implementation | | | | |
| System Training | System training – "How-to" questions exceeding 30 minutes of support time or at the discretion of the Support Technician. If the Support Technician determines that the application is working as intended, the site will be referred to Implementation services for training. | B | N/A | |
| Account Management | Account management, including participation in regularly scheduled project meetings or case reviews. Including but not limited to: - Maintaining a list of submitted issues. - Creation and documentation of SOPs. | B | Y | |
| Data Coding | Data coding and programming – may be provided by a CBORD team other than Support at the discretion of CBORD. | B | N/A | |
| New Documentation | Creation of new documentation specific to a Customer. | N | Y | |
| Disaster Plan Creation | Creation of a disaster recovery plan specific to the CBORD product. | B | Y | Customer should have a disaster recovery plan. |
| 6.5 System Administration | | | | |
| System Administration | System administration including hardware and network infrastructure support. | N | Y | |
| Oracle | Database administration – Oracle only http://cs.cbord.com/remotedba/dbaservices.asp | B** | Y | ** Offered as a billable service for Odyssey PCS and CS Gold only. |
| SQL Server / Sybase | SQL Server / Sybase database administration. | B | Y | |
| 6.6 Disaster Recovery | | | | |
| Improper CBORD Product Use | Recovery from improper CBORD application database administration by the Customer including but not limited to: - Database table misuse. - Missing or insufficient backup. - Missing or incorrect hardware. | B | Y | Customer should have a disaster recovery plan. |
| Disaster Assistance | Disaster recovery assistance - hardware and a recent and valid backup readily available – remote support only. | Y | Y | Customer should have a disaster recovery plan. |

| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
|--------------------------------------|---|------------------|----------|--|
| 6.7 Installation and Upgrades | | | | |
| New Product Installs | <p>New CBORD product installs and add-ons - Must be scheduled and requires Customer participation. Service is remote only.</p> <ul style="list-style-type: none"> - CBORD support involvement will be limited to an advisory role for non-billable installs. | B** | Y | <p>** Billable for all support teams except Food Management Systems Support. Customer involvement required.</p> |
| Install Assistance | <p>Step-by-step assistance in the installation and configuration of the CBORD systems, including system and database upgrades. Service is remote only. This includes installations on new servers as well as situations where the application is being moved from one server to the other - i.e. "server swaps."</p> | B | Y | <p>Customer involvement required. Certain CBORD applications cannot be installed by the Customer. Please contact CBORD Technical Support for more information.</p> |
| Major Version Upgrades | <p>Major Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours.</p> <ul style="list-style-type: none"> - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD. | Y** | Y | <p>** Billable for MICROS POS and CS Gold Products. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.</p> |
| Minor Version Upgrades | <p>Minor Version Upgrades - Must be scheduled and requires Customer participation. Service is remote only and is available only during CBORD business hours.</p> <ul style="list-style-type: none"> - Technical assistance means that a technician will be available to answer questions or resolve issues encountered during the upgrade (e.g., provide patches, troubleshoot problems, recommend roll-back). - Database upgrade assistance is provided only with database engines provided by CBORD; Customer is responsible for database upgrade if licensed outside of CBORD. - Upgrades for feature enhancements for MICROS POS may be billable. <p>Perform CBORD Product application patch.</p> <ul style="list-style-type: none"> - Pending schedule availability. - Application of a CBORD product "defect correction" to the application in the Customer's environment. | Y | Y | <p>Customer must be involved in upgrades. Certain CBORD applications cannot be upgraded by the Customer and must be performed by CBORD Technical Support. Please contact CBORD Technical Support for more information.</p> |
| Patches | <p>Perform CBORD Product application patch.</p> <ul style="list-style-type: none"> - Pending schedule availability. - Application of a CBORD product "defect correction" to the application in the Customer's environment. | Y** | Y | <p>** Not available from Food Management Systems Support.</p> |

| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
|------------------------------------|--|------------------|----------|--|
| Remote Access for Upgrades | Use remote access to perform upgrade. | Y** | Y | ** Not available from Food Management Systems Support. |
| Off-hours Upgrades | Off-hours upgrades; service is remote only. | B | Y | |
| Onsite Install/Upgrade | Onsite installation and upgrades. - Refer request to CBORD Sales. | B** | Y | ** Not available from Food Management Systems Support. |
| Upgrade Recovery | Assist in recovery if an upgrade fails. - May include reverting to valid backed-up database. - Support Technician has discretion to stop the upgrade. | Y | Y | |
| Test Upgrade | Test upgrades with Customer-specific data – in-house. | N | Y | Customer should test upgrades. |
| Test Licensed Custom Files | Test licensed custom files/reports for upgrade. This refers to those reports and files developed by CBORD for a specific Customer and where the Customer is paying an annual fee for that file/report. | Y** | Y | ** Applicable to Food Management Systems Support only. |
| 6.8 Customer Responsibility | | | | |
| Infrastructure | Ensure that all hardware, operating systems, networks, and peripherals are maintained and in proper working order. | N | Y | |
| Minimum System Requirements | Meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades. | N | Y | |
| Software Backups | Have software application backup capability – preferably to a different location – for disaster recovery purposes. Ensure that regular and valid backups are performed. | N | Y | |
| System Administrator | Have a system administrator (or a super user) responsible for managing such items as CBORD application logins and user access. Responsibilities also include ensuring proper database maintenance procedures are in place and followed including regular running of End of Day processes, data clean up and purging, and so on. The system administrator will also be responsible for working with CBORD Technical Support during system upgrades. | N | Y | |
| Trained Users | Have and maintain trained users. | N | Y | |

| Activity (continued) | Description | CBORD Support | Customer | Comments and Exceptions |
|----------------------------|---|------------------|----------|--|
| Regular Upgrades | Upgrade application on a regular basis (CBORD recommends every 6 months) and be within 2 major releases of the current release. | N | Y | This will ensure that the Customer has the latest application enhancements as well as issue corrections. The Customer is responsible for reviewing the release notes on the CBORD website to determine if an upgrade is desired. The Customer must always backup their database immediately prior to beginning an upgrade. |
| Remote Access | Provide remote access to the CBORD application as outlined in Sections 4.3 and 6 (Remote Access) of this document. | N | Y | WebEx is the CBORD Technical Support's preferred method of remote access. |
| Clinical Interface Support | For clinical systems, if Clinical Interface (NSI) messages aren't flowing, restart service must be attempted prior to calling CBORD Technical Support. CBORD Technical Support will not restart services. | N | Y | The Customer contacting CBORD Technical Support should report any error messages encountered. |
| Clinical Interface Changes | For clinical systems, if Clinical Interface (NSI) messages are changed due to additional data elements being sent or a change in the sending system, an interface analyst will be assigned to the project and the service is billable. | B | Y | Advanced notice must be given in order to accommodate change requests. |
| Customer Contact | Have a contact available who has access to the system including server and administration access and can work with the CBORD Support Technician when addressing the issue. This contact will be responsible for ongoing and timely communication as well as ascertaining and confirming with CBORD Technical Support when the issue is resolved to the Customer's satisfaction. | N | Y | |
| Test Environment | Maintain a test environment for evaluating upgrades and hot fixes. | N | Y | |

NOTE: For any service or activity designated as billable, upon Customer request, you will be provided with a quotation along with a Statement of Work for completion of the activity. The Statement of Work will cover items in addition to the CBORD Statement of Technical Support Services (this document) specific to the billable service including assumptions and responsibilities.

7 SECURITY AND PASSWORDS

CBORD Technical Support will work with the Customer to ensure that CBORD operates in compliance with regulations set forth in acts and standards such as the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Payment Card Industry Data Security Standard (PCI DSS) among others. The Customer is responsible for establishing and identifying its security policies. It is also responsible for communicating them to CBORD.

You should follow your site's Privacy and Security policies and procedures (e.g. HIPAA/HITECH, PCI DSS) before transmitting any data, such as credit card information or protected health information (PHI), to CBORD. If you enter any case notes via the CBORD Customer Service Portal (section 2.4), they should contain what is minimally necessary to identify your problem but not any information that could be in violation of security policies. Before you attach any files, please review and redact any information that is in violation of privacy and security policies.

In addition, access to the CBORD applications as well as the environment they are installed in are protected via User IDs and Passwords. CBORD takes this security requirement seriously and recognizes the importance in protecting the information contained within the applications as well as preventing unauthorized access.

The Customer is responsible for setting and maintaining user access to the CBORD applications and environment. The Customer should have a process in place to ensure user access is available as required for its users of the CBORD applications; this includes a means of escalation within the Customer location if access issues arise. This access should cover the hours during which the Customer will use the CBORD applications.

If the Customer contacts the CBORD Support Team requesting help for system access (including password assistance), the CBORD Support Team may do the following:

- First, request that the Customer contact their internal Site support team, usually IT, for assistance in access. Passwords and access to the environment in which the CBORD application may be installed (such as Operating Systems) are usually maintained and supported by the Customer IT group.
- If it is determined that the Customer IT group is unable to assist, CBORD Technical Support will use due diligence to authenticate the user for valid access to the CBORD application. This could include, but may not be limited to, determination that the user is a valid contact for the site, based on CBORD's problem tracking database. The CBORD Support Team is committed to assisting the Customer but will never compromise security. Therefore, the CBORD Support Team may be unable to provide access or password information requested if CBORD is unable to authenticate the validity of the Customer contact or his/her request.

8 HARDWARE MAINTENANCE

If you have hardware provided by CBORD that does not perform correctly, please contact CBORD Technical Support as soon as possible to report the situation so we can help you resolve the problem.

A Repair Authorization Number (RAN) is required to initiate a product return for replacement or repair. For a Repair Authorization Number, please contact CBORD Technical Support.

For MICROS systems, report the issue to CBORD Technical Support. CBORD Technical Support will assess the situation and, if necessary, dispatch a MICROS technician to your location.

If more than one unit of identical equipment is to be returned, all may be returned using a single RAN. Different types of hardware require separate RANs.

For more information on this process, including the CBORD Return Policy, please refer to your maintenance contract as well as the CBORD website at <http://www.cbord.com>.

9 REMOTE ACCESS

Remote access to the Customer's computer system helps CBORD provide a much greater level of service to the site, allowing CBORD Support Technicians to work interactively on system issues. WebEx Remote Access is the **preferred** method for CBORD Technical Support to use for remote access to our Customers' systems.

- **WebEx Remote Access:** For a Customer that licenses the optional WebEx Remote Access, CBORD can access the Customer's system using secure, firewall-friendly connections. WebEx Remote Access enables unattended and secure remote access for support. It encrypts all traffic with 128-bit SSL, and offers full auditing, session logging, and session recording (per Customer's requests). WebEx Remote Access can be configured to e-mail a Customer when CBORD Technical Support accesses their system, and then e-mail them again with the content of the session when the CBORD Technical Support team ends the session.

WebEx Remote Support is available for attended (Customer participation required) remote access on a limited basis.

- **WebEx Remote Support:** For a site with Internet access, CBORD can work remotely with the Customer's system on demand, using most standard web browsers. WebEx Remote Support is available to all Customers at no additional cost for support.

CBORD will consider alternative methods of remote access, but any method outside of the aforementioned WebEx methods are outside the scope of normal support, and may be subject to additional licensing and labor fees.

CBORD Technical Support will obtain Customer's permission before performing any remote access to the Customer's location.

CBORD Technical Support's ability to offer assistance via remote access during off-hours is dependent on the Customer's method of remote access. Remote access outside the preferred and recommended solutions may preclude technician access during off-hours.

Remote access is to be used only for in-scope support activities.

10 SUPPORTED VS. UNSUPPORTED PLATFORM

CBORD specifies hardware and software requirements for its products on the CBORD website at <http://www.cbord.com/support/hardware/>. This site is updated regularly as CBORD develops its products. Please be sure to review the information on this site prior to planning upgrades and installations.

The Customer must meet the minimum system requirements listed on the CBORD website. The precise requirements will depend on the application involved and will include information on the latest operating system patches and upgrades. Note that certain CBORD products are not recommended for installation in virtual environments. This is also mentioned on the website at <http://www.cbord.com/support/hardware/virtualization/>.

Failure by the Customer to meet the minimum system requirements currently specified on the website and/or installing the CBORD system in a virtual environment when specified otherwise, will seriously impact CBORD Technical Support's ability to resolve issues effectively.

Software may experience performance degradation when running on an unsupported platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the unsupported platform and be installed on a supported platform.

CBORD Technical Support may defer support activity if it deems its product is installed in an environment other than that specified on the CBORD website.

If a third-party vendor, such as Microsoft, announces end of support of its Operating System, CBORD Technical Support will strive to continue basic level support of any installed CBORD application. However, if an upgrade or patch of the CBORD application is required, then the Customer may first need to upgrade the Operating System to a supported Operating System following the CBORD website specifications.

11 NON-CERTIFIED HARDWARE PLATFORM

CBORD has built and extensively tested a set of hardware platforms that have been certified to operate its software products effectively. The certification enables us to maintain the highest level of support for these products.

Customers may choose to operate our products on a non-certified hardware platform. In doing so, the customer is responsible for:

- Database maintenance, performance tuning, backup, and maintaining operation of the software on the non-certified platform.
- The proper configuration of the non-certified platform and software running in the environment.

Additionally, CBORD is not responsible for:

- Configuration recommendations for its applications are being operated in the non-certified environment.
- Testing and/or certification of its software to operate on the non-certified platform.
- Any guarantee of a resolution to issues confirmed to be related to the use of the non-certified platform.
- Endorsement of a particular product.

In the event a reported issue appears to be related to the non-certified platform, CBORD may require that the issue be reproduced on a certified platform. Issues confirmed to be unrelated to the non-certified platform will be treated in a manner consistent with CBORD's product support policies when the software is running on a certified platform.

Software may experience performance degradation when running on a non-certified platform. If the performance of the software is unacceptable to the Customer, CBORD will recommend that the software be removed from the non-certified platform, and be installed on a certified platform.

12 FEEDBACK AND CUSTOMER SATISFACTION

The CBORD Technical Support team strives to answer questions and resolve issues to the Customer's satisfaction. CBORD welcomes feedback on how the team is doing. The following comments highlight the Customer feedback process:

Customer Satisfaction:

A survey invitation will be sent when a support case is closed. This will include a link to the CBORD website to complete the survey.

Survey feedback is a key measurement in determining whether CBORD Technical Support is providing effective service to the Customer and in identifying strengths as well as tracking areas for improvement. The goal is to ensure that Customers get the support they require to use the CBORD applications effectively in their daily operations.

Surveys are voluntary and Customers are encouraged to complete the survey in order to provide feedback on support activity. CBORD Technical Support management will follow up on any area where there is a "less than satisfactory" rating to ensure improvements are implemented as warranted.

APPENDIX A: DEFINITIONS

- Application Expert:** A trained user at the Customer site who has multiple years of experience using the CBORD product. Will be responsible for training of new users for the Customer as well as participating in such tasks as upgrade planning. Typically the primary point of contact for the CBORD product at the Customer site.
- Case:** Constitutes a complete and formal record of a Customer issue, and CBORD Technical Support's response and action in resolving the issue.
- Case-Tracking System:** Used by CBORD Technical Support for managing all aspects of Customer interaction, allowing users to create and manage cases, set priorities, route cases, verify contracts, review case histories, and manage configurations,
- CBORD Customer Portal:** The web-based interface available to Customers and service partners which allows the creation, update, tracking, and closure of cases via the CBORD Internet site.
- Escalation Support:** Assistance provided beyond the Support Technician, e.g., Senior Support Technicians and other groups within CBORD such as Development. Issues that are beyond the scope of CBORD Technical Support, or found to be related to software defects, are normally escalated here.
- Off-Hours:** Time outside of regular CBORD business hours of 7 AM to 7 PM Eastern Time, Monday through Friday. Also the time when CBORD offices are closed due to the following U.S. holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following, and Christmas and Christmas Eve.
- Resolution Time:** The time it takes to resolve an issue. Expected resolution time is different for each situation or issue and cannot be determined until the Support Technician has evaluated the problem and is able to determine the appropriate priority assignment.
- Response Time:** The time that it takes the Support Technician to contact the Customer after a case is created in CBORD's case-tracking system.
- Support Technician:** The member of CBORD Technical Support responsible for resolving the Customer issue. The Support Technician will document the support request, gather pertinent information, attempt first-call resolution, and escalate the request, if necessary.
- System Administrator:** A trained user at the Customer site responsible for installing, supporting, and maintaining the hardware and software infrastructure on which the CBORD products are installed. Responsibilities include, but are not limited to, such activities as user access and system maintenance, application of patches and hot fixes, data backup policies and procedures, and so on.
- Trained User:** A system user who has completed CBORD training and is familiar with the CBORD application and associated reference material.

APPENDIX B: QUICK REFERENCE**Contact Information:**

| <u>Support Team</u> | <u>Phone</u> |
|--------------------------------|--------------|
| Foodservice Management Systems | 607.257.3775 |
| Transaction Processing Systems | 607.257.3665 |
| CS Gold Card Systems | 866.789.2977 |

CBORD Customer Portal on the Internet: <http://esupport.cbord.com>

Support is available 24 hours a day, 7 days a week. Telephone support is the recommended way to get the quickest response especially for urgent issues. Cases submitted via the CBORD Customer Portal will have a response from a Support Technician within 1 business hour, 7 AM to 7 PM Eastern Time Monday through Friday.

Information needed when calling:

- Your site and contact information.
- The name and version of the CBORD application.
- Description of the issue including expected results, error messages, and actions tried (if any).

Support cases may be created using the CBORD Customer Portal on the CBORD corporate website.

To obtain a CBORD user ID and password, go to <https://www.cbord.com/login/>.

Once you have an ID and password, access the Customer Portal at <http://esupport.cbord.com/>.

Enter the ID and password to log in, then select Support Center on the left side of the screen. Options include:

- Create Cases.
- Close Cases.
- Query Cases.
- Add Case Notes.
- Add Attachments to Open Cases

If you are dissatisfied or concerned about a case's progress, you can escalate the issue to a Support Manager when calling in on the support line. If a Support Manager is not immediately available, the call will be escalated to the Support Manager on Duty.

If the issue is still not resolved, further escalation can be made to:

- Technical Support Senior Manager, Operations
- Director of Technical Support

APPENDIX C: DOCUMENT CHANGE HISTORY

| <u>Version</u> | <u>Comments</u> |
|------------------------|--|
| Revision 1, July 2009 | Initial Release of Document |
| Revision 2, March 2010 | 3.1 - Revised Priority 1 and CBORD Customer Portal response time 3.2 - Clarified priorities for tray ticket printing 4 - Added verbiage on CBORD Technical Support billable services 6 - Updated WebEx remote access 7 - Added verbiage on "obsoleted" Operating Systems |
| Revision 3, Sept 2010 | 2.4 and Appendix B – Attachments can now be added to cases via the CBORD Customer Portal on the CBORD corporate website 2.5 – Minor formatting changes to emphasize using phone for reporting urgent support issues 4.7 – Clarified language under Install Assistance to include Server Swaps 5 – Added section on Security and Passwords |
| Revision 4, Aug 2012 | 2.5 and Appendix B – Updates to contacting CBORD Support 3.2 – Updates to priority classification Section 4 – Clarification of in scope and out of scope (or billable) support services |
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| | |
| | |

EXHIBIT E

CBORD Travel Policy

As amended from time to time:

A receipt must accompany any reimbursable expense over \$10.00.

Lodging

- Actual Lodging expenses shall be reimbursed at CBORD's cost.
- CBORD employees are expected to choose hotels that have reasonable room rates. Please refer to the list below for hotels that meet this requirement:
 - Best Western Inn
 - Country Inn & Suites
 - Hampton Inn
 - Quality Inn
 - Courtyard
 - Holiday Inn
 - La Quinta Inns

On occasion, clients may recommend a near-by hotel or may have negotiated special rates with the local hotels. The employee must contact the hotel directly to take advantage of these negotiated rates.

Meals

- Meals shall not exceed the following

| | |
|-------------------------------------|----------|
| First quarter; 6AM to 12Noon: | \$ 10.00 |
| Second quarter; 12Noon to 6PM: | \$ 15.00 |
| Third quarter; 6PM to 12 midnight: | \$ 25.00 |
| Fourth quarter; 12 Midnight to 6AM: | \$ 0.00 |
| TOTAL per day: | \$ 50.00 |

Air Travel

- Reimbursement for air travel is limited to coach fare, whenever such reduced fare accommodations are available.
- Shortest routes must always be used when they are the least expensive fare.
- Change fees should be incurred only when there are extenuating circumstances involving company business. Reimbursement for change fees requires prior approval.
- Reimbursement for luggage fees is limited to one checked bag. There will be no reimbursement for overweight luggage fees.

Car Rental

- The maximum reimbursement will be at the "mid-sized" rate per day.
- The lowest possible rates must be used whenever possible.
- CBORD requires employees to refuse the insurance options as CBORD's insurance covers the risk.
- CBORD requires that all rental cars be refueled prior to returning the vehicle.

Ground Transportation

- Bus, train and taxi are reimbursed at cost.
- A personal car shall be reimbursed at the then-current IRS mileage rate.

Telephone

- Business related telephone calls only will be reimbursed at cost (including taxes). Personal calls are not reimbursable.

Laundry

- No laundry costs are reimbursable unless the trip is longer than five or more consecutive nights.

Parking Fees/Tolls

- Parking fees and tolls shall be reimbursed at cost.

EXHIBIT F

TAX EXEMPTION CERTIFICATE

(ATTACHED)

STATE OF MISSOURI

LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

State of Missouri

LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES- (State Agency)

Issued to:

Missouri Tax I.D.: 12602515

STATE OF MO DIV OF PURCHASING MATERIALS MANAGEMENT
301 W HIGH HST BLDG #630
JEFFERSON CITY MO 65101

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. The agency above must adhere to the exempt status requirements.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if within the conduct of your agency's exempt function and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may not claim or benefit from your agency's exempt status. Contractors paying for construction materials to fulfill a contract with your agency must pay sales tax on all such materials. Only purchases of construction materials that are directly billed to your agency may be purchased exempt from sales tax.
- Sales by your agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Bureau, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email salesuse@dor.mo.gov, or call 573-751-2836.

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