STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

January 19, 2019

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Amendment Two
Panther International, LLC
Edison #45980

Committee,

The referenced contract provides for the Department of Transportation, Aeronautics Division's web-based Grants Management System for Airport Improvement Projects and Aerospace Education Project/Workshops and provides support and training to Aeronautics staff and other users. The Contractor was selected through an approved Sole Source Request to the Central Procurement Office on March 19, 2015 and the Comptroller's office on March 23, 2015 . The purpose of this amendment is to extend the contract for one year and add the funds needed for the invoices for one year. An extension of the current contract is needed until the new Grants Management System is up and running.

This package contains the following materials as required by your office:

1. Supplemental Documentation form
2. A copy of the STS approval.
3. A copy of the Human Resource Division approval.
4. A copy of the original Contract Summary Sheet.
5. A copy of the original Contract.
6. A copy of the Contract Amendment Cover Sheet for Amendment One.
7. A copy of the Amendment One.
8. A copy of the approved Amendment Request for Amendment Two.
9. A copy of the proposed Contract Amendment Cover Sheet for Amendment Two.
10. A copy of the proposed Amendment Two.

Please advise if you have any questions or comments.

Sincerely,

John C. Schroer
Commissioner

REVISED CHECKLIST
EFFECTIVE APRIL 2014

- ☑ **APPROVED OFFICE FOR INFORMATION RESOURCES (OIR), eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL ENDORSEMENT REQUESTS (if appropriate)**
- ☐ n/a **SPECIAL CONTRACT REQUEST**
- ☑ **SUMMARY SHEET FOR CONTRACT (original or proposed)**
- ☐ n/a **ANY REVISED SUMMARY SHEETS**
- ☑ **ORIGINAL CONTRACT**
  - ➢ **If *new* non-competitive contract, actual language of the proposed contract (can be in draft form if necessary).**
- ☑ **SUMMARY SHEET FOR EACH PRIOR AMENDMENT**
- ☑ **ALL PRIOR EXECUTED AMENDMENTS**
- ☑ **REQUEST FORM and SUMMARY SHEET FOR PROPOSED AMENDMENT**
  - ➢ **If *new* amendment, actual language of the proposed amendment (can be in draft form if necessary).**
- ☐ n/a **COPY OF PERFORMANCE BOND IF REQUIRED IN THE CONTRACT (if performance bond must be renewed each year, a copy of the renewal)**
- ☐ **ANY ADDITIONAL SUPPORTING DOCUMENTS**
- ☐ **FULLY EXECUTED COPY OF FINAL DOCUMENT IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT**

FRC STAFF COMMITTEE CONTACT INFORMATION:

Leni Chick, Contract & Audit Coordinator
8th Floor, Rachel Jackson Building
(615) 253-2048 (direct)
(615) 741-2564 (main line for FRC)
(E-mail address: leni.chick@capitol.tn.gov

http://www.capitol.tn.gov/joint/committees/fiscal-review

REVISED CHECKLIST
EFFECTIVE APRIL 2014

Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than $250,000, including all possible extensions; and

Any amendment to a contract (meeting the $250,000 and over one year threshold) *must* be presented to the Fiscal Review Committee (FRC), *60 days prior to the proposed effective date*, if it meets *any* of the following conditions:

- **increases or decreases the maximum liability;**
- **extends or shortens the original term of the contract;**
- **changes the entity or name of the entity with which the state is contracting; or**
- **otherwise changes an original contract or amended contract in a substantive manner.**

If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.

Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:

☐ **SUMMARY LETTER**
- **Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.**
- **If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late. PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.**

☑ **SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.**

☐ n/a **APPROVED RULE EXCEPTION REQUESTS (if appropriate)**

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508
*Presenter's name(s):	Joe Galbato, Joe Kirk and Brian Carroll		
Edison Contract Number: *(if applicable)*	45980	RFS Number: *(if applicable)*	40100-06615
*Original or Proposed Contract Begin Date:	June 1, 2015	*Current or Proposed End Date:	May 31, 2019
Current Request Amendment Number: *(if applicable)*	Two		
Proposed Amendment Effective Date: *(if applicable)*	May 31, 2019		
*Department Submitting:	Department of Transportation		
*Division:	Aeronautics Division		
*Date Submitted:	January 17, 2019		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:	N/A		
*Contract Vendor Name:	Panther International, LLC		
*Current or Proposed Maximum Liability:	$300,000.00		
*Estimated Total Spend for Commodities:	N/A		

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2019	FY:	FY:	FY:	FY	FY
$60,000.00	$	$	$	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY: 2016	FY: 2017	FY: 2018	FY:2019	FY	FY
$60,000.00	$55,007.00	$60,000.00	$30,000.00	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	The contract term is for 4 years. Any remaining balance at year end is carried over for use within that 4 year term. It is the policy of the Department of Transportation to roll funds from year to year until contract expiration. Contract funds will be carried forward for this amendment if needed.
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A

Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Voucher ID	Invoice	Date	Fiscal Year
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00545141	20150701TNA1323	7/30/2015	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00552381	20150811TNA1323	8/24/2015	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00563202	20150904TNA1323	10/28/2015	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00567242	20151005TNA1323	10/22/2015	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00573442	20151104TNA1323	11/19/2015	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00593234	20160203TNA1323	2/18/2016	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00604453	20160302TNA1323	3/21/2016	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00614845	201604154TNA1323	4/27/2016	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00620329	20160510TNA1323	6/2/2016	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00623676	20160601TNA1323	6/14/2016	2016
10000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980	00589930	20160118TNA1323	2/8/2016	2016
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00635936	20160708TNA1323	8/5/2016	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00638389	20160801TNA1323	8/15/2016	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00653496	201600909TNA1323	10/12/2016	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00662189	20161031TNA1323	11/9/2016	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00662668	20160930TNA1323	11/14/2016	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00673398	20161215TNA1323	1/9/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00677533	20170106TNA1323	1/27/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00683600	20170131TNA1323	2/16/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00688661	20170301TNA1323	3/15/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00695611	20170401TNA1323	4/13/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00701576	20170501TNA1323	5/11/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00711777	20170601tna1323	6/28/2017	2017
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980A	00717378	20170703TNA1323	8/3/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00721528	20170801TNA1323	8/15/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00728807	20170901TNA1323	9/15/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00735709	20171002TNA1323	10/12/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00743679	20171101TNA1323	11/14/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00752607	20171206TNA1323	12/22/2017	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00758462	20180104TNA1323	1/22/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00764344	20180201TNA1323	2/13/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00772931	20180301TNA1323	3/20/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00778211	20180401TNA1323	4/13/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00785360	20180502TNA1323	5/15/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00792112	20180601TNA1323	6/15/2018	2018
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00799888	20180702TNA1323	7/24/2018	2019
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00805081	20180801TNA1323	8/9/2018	2019
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00813785	20180905TNA1323	9/14/2018	2019

60,000

55,007

60,000

30,000

5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00821013	20181002TNA1323	10/11/2018	2019
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00830380	20181101TNA1323	11/15/2018	2019
5000.000	00000000000000000000045980	0000151904	Panther International LLC	FA1545980B	00837060	20181129TNA1323	12/17/2018	2019

STS Pre-Approval Endorsement Request
E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mark D. Patterson
E-mail : Mark.d.patterson@tn.gov

DATE : January 9, 2019

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 40100-06614 - Aeronautics Black Cat System – Panther International

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

☐ Applicable
☐ Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

☐ Applicable
☐ Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	**Department of Transportation**

Applicable RFS #	**40100-06614 - Aeronautics Black Cat System – Panther International**
Agency Contact (name, phone, e-mail)	**Mark D. Patterson, 615-532-3010, mark.d.patterson@tn.gov**

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☒ Amendment Request
- ☒ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- ☐ Applicable – Approved ISP Project#
- ☐ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

This contract is used by TDOT's Aeronautics Division for their web-based Grants Management System for Airport Improvement Projects and Aerospace Education Project/Workshops and provides support and training to Aeronautics staff and other users.

HR Pre-Approval Endorsement Request
E-Mail Transmittal

TO : Department of Human Resources
E-mail :DOHR.Contracts@tn.gov

FROM : Victoria P. Hassinger
E-mail : Victoria.hassinger@tn.gov

DATE : January 9, 2019

RE : Request for Human Resources Pre-Approval Endorsement

Applicable RFS #	**40100-06615 - AERO Black Cat – Panther International**
Human Resources Endorsement Signature & Date:	
Department of Human Resources	

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*). This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	**Department of Transportation**
Agency Contact (name, phone, e-mail)	**Victoria Hassinger. 615-532-3508, Victoria.hassinger@tn.gov**

Attachments Supporting Request (as applicable – copies without signatures acceptable)

- ☐ Solicitation Document
- ☐ Special Contract Request
- ☒ Amendment Request
- ☒ Proposed contract or amendment

Subject HR Service Description (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)

This contract is used by TDOT's Aeronautics Division for their web-based Grants Management System for Airport Improvement Projects and Aerospace Education Project/Workshops and provides support and training to Aeronautics staff and other users.

TAD Project Number: 99-555-1

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
06/01/2015	05/31/2017	40100-06615	45980

Contractor Legal Entity Name	Edison Vendor ID
Panther International, LLC	151904

Goods or Services Caption (one line only)

Develop web-based Grants Management System for Airport Improvement Projects and Aerospace Education Projects/Workshops and provide support and training to Aeronautics staff and other users

Subrecipient or Contractor	CFDA #
☐ Subrecipient ☒ Contractor	N/A

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$60,000.00				$60,000.00
2016	$60,000.00				$60,000.00
TOTAL:	$120,000.00				$120,000.00

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☒ Other: Limited Liability Corporation

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ Competitive Selection	Describe the competitive selection process used
☒ Other	This is a continuation of a current contract, therefore negotiations were done via phone and email correspondence

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
TX00222896	71600000

ADDRESS ID: 1 LOCATION CODE: MAIN

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
PANTHER INTERNATIONAL, LLC

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and Panther International, LLC ("Contractor"), is for the provision of a web-based Grants Management System for Airport Improvement Projects, Aerospace Education Projects and support and training to Aeronautics staff, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is Limited Liability Company.
Contractor Place of Incorporation or Organization: Florida
Contractor Edison Registration ID # 151904

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2- The Contractor shall provide the BlackCat Grant Management System®, a web-based, hosted solution designed around a customizable off-the-shelf core. This implementation will be tailored to fit the specific needs of the State. Specific features include:

a. Support of state and federal transportation grant programs
b. Automated compliance with statutory funding requirements
c. The ability to be formatted for integration with federal systems such as TEAM & SOAR
d. Production reporting that tracks the timing and status of funding disbursements

The BlackCat Grant Management System® will include the following features:

a. Application Entry
b. Review and Approval
c. Funding Allocation
d. Draw Down
e. Milestone Tracking and Compliance Review
f. Grant Closeout

A.3. The Contractor shall provide system updates, maintenance, user support, training, federal program assistance and user community access. The BlackCat Grant Management System® must provide a secure, hosted system requiring separate login and password control for each user session, and each user access be restricted to specific data they can see, access, and edit. Likewise, the transmission of data must be secured in such a fashion to ensure the protection/confidentiality of any data field viewed by the State as sensitive.

The Grant Management software and services must be housed in a secured, access controlled, fully redundant, tier one data center with redundant locations throughout the continental United States. The Contractor must use best practice electronic backups - regular, onsite, and off-site.

A.4. Data Ownership: Although the Grant Management system application belongs to the Contractor, all State-provided data shall be considered exclusively the property of the State. Such data must be provided electronically to the State upon request by the State.

A.5. Software Escrow: During the term of this contract, the Contractor shall be required to utilize a third party software code escrow service to ensure that a copy of the software system will be available for possession and use by the State should the Contractor no longer be able to provide the services as described in this contract.

A.6. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.7. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on June 1, 2015 ("Effective Date") and extend for a period of twenty four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred twenty thousand dollars and no cents ($120,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Grant Management System	$ 5,000.00 per month

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Transportation
Aeronautics Division
607 Hangar Lane
Nashville, TN 37217

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Transportation, Aeronautics Division;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become di and payable to the Contractor under this or any contract between the Contractor and the State c. Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Belinda Hampton, GA III
TN Department of Transportation-Aeronautics Division
P.O. Box 17326
Nashville, TN 37217
Telephone: 615-741-3208
belinda.hampton@tn.gov

The Contractor:

Panther International, LLC
2841 Executive Drive, 2nd Floor
Clearwater, FL 33762
Chase@PantherInternational.com
Telephone # 727-556-0990 x 1010

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Sta or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself

and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a

government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's

performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. Ownership of Software and Work Products.

a. Definitions

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property

furnished by the State shall be returned to the State in the same condition as when received, les reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor sha.. be responsible to the State for the fair market value of the property at the time of loss.

E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

IN WITNESS WHEREOF,

PANTHER INTERNATIONAL, LLC

CONTRACTOR SIGNATURE	**DATE** 4/29/2015

CHASE C. STOCKON, PRESIDENT/CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER	**DATE** 5/5/15

for John Reinbold 5/5/15

JOHN REINBOLD, GENERAL COUNSEL DATE

APPROVED AS TO FORM AND LEGALITY

ATTACHMENT OF

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	Panther International, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[redacted]

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

CHASE C. STOCKON, PRESIDENT/CEO

PRINTED NAME AND TITLE OF SIGNATORY

4/29/2015

DATE OF ATTESTATION

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
40100-06615	45980	15FA45980	45980

Contractor Legal Entity Name	Edison Vendor ID
Panther International, LLC	151904

Amendment Purpose & Effect(s)

Extend contract and add funding for extended term

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 05/31/19

TOTAL Contract Amount INCREASE per this Amendment (zero if N/A): **$ 120,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$60,000.00				$60,000.00
2016	$60,000.00				$60,000.00
2017	$60,000.00				$60,000.00
2018	$60,000.00				$60,000.00
TOTAL:	**$240,000.00**				**$240,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)
TX00222896	71600000

AMENDMENT ONE
OF CONTRACT 15FA45980

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Panther International, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. TERM OF CONTRACT is deleted in its entirety and replaced with the following:

   B. TERM OF CONTRACT:

   This Contract shall be effective on Jun 1, 2015 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two hundred forty thousand dollars and no cents ($240,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 31, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PANTHER INTERNATIONAL, LLC:

SIGNATURE — DATE: 12/23/2016

CHASE C. STOCKON, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JAN 1[illegible] 2017

JOHN C. SCHROER, COMMISSIONER — DATE

1/11/2017

JOHN REINBOLD, GENERAL COUNSEL — DATE

APPROVED AS TO FORM AND LEGALITY

cy18-12395

12/17 -100 gep

11-01-16 AMEND REQUEST

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

Kevin C. Bartels for Michael F. Perry

Digitally signed by Kevin C. Bartels for Michael F. Perry
DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US
Date: 2018.12.18 15:56:44 -06'00'

CHIEF PROCUREMENT OFFICER **DATE**

Agency request tracking #	**40100-06615**
1. Procuring Agency	**Department of Transportation, Aeronautics Division**
2. Contractor	**Panther International, LLC**
3. Edison contract ID #	**45980**
4. Proposed amendment #	**Two**
5. Contract's Original Effective Date	**June 1, 2015**
6. Current end date	**May 31, 2019**
7. Proposed end date	**May 31, 2020**
8. Current Maximum Liability or Estimated Liability	**$ 300,000.00**
9. Proposed Maximum Liability or Estimated Liability	**$300,000.00**
10. Strategic Technology Solutions Pre-Approval Endorsement Request *– information technology service (N/A to THDA)*	☐ **Not Applicable** ☒ **Attached**
11. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ **Not Applicable** ☐ **Attached**
12. Human Resources Pre-Approval Endorsement Request *– state employee training service*	☐ **Not Applicable** ☒ **Attached**

13. Explain why the proposed amendment is needed

The Department of Transportation, Aeronautics division needs to extend this grant management system contract known as Black Cat as the Department of Transportation will not have the division wide grant management system up and running before May 31, 2019. The new grant management system was obtained through an RFQ and the Aeronautics will be the first division added to the system when it has been successfully implemented, but it will not be available for use by the expiration date of this contract on May 31, 2019.

14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive,

Agency request tracking #	40100-06615

procurement alternatives to amending the contract.

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

DEC 14 2018

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
40100-06615	45980	15FA45980	Two

Contractor Legal Entity Name	Edison Vendor ID
Panther International, LLC	151904

Amendment Purpose & Effect(s)

Extend contract and add funding for extended term

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 05/31/20

TOTAL Contract Amount INCREASE per this Amendment (zero if N/A): **$ 60,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	$60,000.00				$60,000.00
2016	$60,000.00				$60,000.00
2017	$60,000.00				$60,000.00
2018	$60,000.00				$60,000.00
2019	$60,000.00				$60,000.00
TOTAL:	**$300,000.00**				**$300,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)
TX00222896	71600000

AMENDMENT TWO
OF CONTRACT 15FA45980

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Panther International, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. TERM OF CONTRACT is deleted in its entirety and replaced with the following:

   B. TERM OF CONTRACT:

   This Contract shall be effective on June 1, 2015 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three hundred thousand dollars and no cents ($300,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 31, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PANTHER INTERNATIONAL, LLC:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER **DATE**

JOHN REINBOLD, GENERAL COUNSEL **DATE**
APPROVED AS TO FORM AND LEGALITY