



Department of Economic and Community Development

Bob Rolfe
Commissioner

Bill Lee
Governor

To: Fiscal Review Committee
From: Department of Economic and Community Development
Date: September 26, 2019
Re: Contract 50132, Meliora: Amendment 5

The Department of Economic and Community Development requests the review of Contract 50132 – Amendment 5.

Contract 50132 provides for Foreign Direct Representative services in the Republic of Korea.

TNECD employs full-time consultants to represent the State of Tennessee for economic development purposes throughout the world. TNECD has contracted with Meliora (the “Contractor”) to represent the State of Tennessee in the Republic of Korea. The Contractor’s primary responsibility is to increase the number of jobs created in Tennessee by foreign direct investment. To achieve this goal, the Contractor actively seeks out companies who are interested in locating operations in the United States and connects the companies with TNECD’s business development team.

This amendment increases the Contractor’s monthly compensation from \$12,890 to \$15,000. During the last two years, since March 2017, the Contractor has directly contributed to the creation of 1,498 jobs and over \$487 million in investment in the State of Tennessee. Additionally, the Contractor is responsible for six potential projects currently in the pipeline. TNECD believes the increase in monthly compensation is reasonable due to the fact that the Contractor is TNECD’s best performing foreign direct representative.

If you have any further questions, please contact Garrett E. Guillory at 615.532.6346 or Garrett.E.Guillory@tn.gov.

Attachments:

- Supplemental Documentation Required for Fiscal Review Committee
- Summary Sheet and Copy of Original Contract
- Summary Sheet and Copy of Amendment 1
- Summary Sheet and Copy of Amendment 2
- Summary Sheet and Copy of Amendment 3
- Summary Sheet and Copy of Amendment 4
- Proposed Summary Sheet & Amendment 5 (Draft)
- Approved Amendment Request

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Garrett Guillory	*Contact Phone:	615-532-6346		
*Presenter's name(s):	Masami Tyson and Garrett Guillory				
Edison Contract Number: <i>(if applicable)</i>	50132	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	May 27, 2016	*Current or Proposed End Date:	May 26, 2020		
Current Request Amendment Number: <i>(if applicable)</i>	5				
Proposed Amendment Effective Date: <i>(if applicable)</i>	November 29, 2019				
*Department Submitting:	Economic and Community Development				
*Division:	FDI and Trade				
*Date Submitted:	September 26, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Meliora				
*Current or Proposed Maximum Liability:	\$595,543.22				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2016	FY:2017	FY:2018	FY:2019	FY2020	FY
\$20,780.00	\$134,680.00	\$134,680.00	\$140,953.22	\$164,450.0	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:2016	FY:2017	FY:2018	FY:2019	FY2020	FY
\$20,780.00	\$134,680.00	\$134,680.00	\$139,290.00	\$25,780.00	\$
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 department allocated funding for one year of the contract beginning in 2016. Any unspent funds from a fiscal year are carried forward to be used in subsequent contract years if appropriate under the payment		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	
State: \$595,543.22	Federal: \$0.00
<i>Interdepartmental</i> : \$0.00	<i>Other</i> : \$0.00
If “ <i>other</i> ” please define:	N/A
If “ <i>interdepartmental</i> ” please define:	N/A
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions:
May 26, 2017 - Amendment 1: Extended Contract for one year and increased Maximum Liability from \$134,680 to \$269,360.	
May 26, 2018 – Amendment 2: Extended Contract for one year and increased Maximum Liability from \$269,360 to \$424,040.	
September 26, 2018 – Amendment 3: Increased annual job commitments and increased monthly compensation from \$10,390 to \$12,890.	
May 25, 2019 – Amendment 4: Extended Contract for one year and increased Maximum Liability from \$424,040 to \$588,720.	
Method of Original Award: <i>(if applicable)</i> Sole Source	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>	
<p>Originally, cost estimates were based on costs for prior foreign direct investment services procured by the State of Tennessee in 2012 or earlier. At this time, the costs are equivalent to the costs for other foreign direct representatives for which TNECD has contracted or received bids. Monthly fee is inclusive of the Contractor’s salary, travel, office space/expenses, marketing, and other promotion expenses.</p>	

Supplemental Documentation Required for Fiscal Review Committee

*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.

In 2015, TNECD issued an RFI for foreign direct representative services in the Republic of Korea to which the Contractor responded. From the pool of responses, the Contractor was uniquely qualified to represent the State of Tennessee. At this time, the Contractor is TNECD's best performing foreign direct representative and has contributed to the creation of over 1,000 jobs in the State of Tennessee.

Total 40

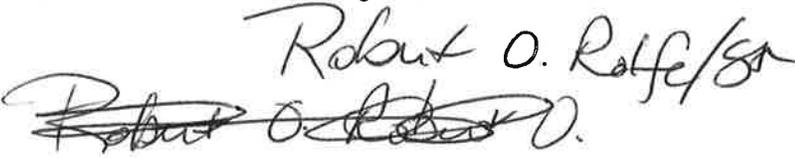
Unit	Voucher	Invoice	Remit Supp	Name	Gross Amt	Reference	Pymnt Date	Recon Status	Reconciled Date	Warrant Amount	Metho
33001	00016717	1	0000197236	Hee-jung Shin	\$ 10,390.00	0000002669	8/3/2016	REC	8/8/2016	20780.000	WIR
33001	00016718	2	0000197236	Hee-jung Shin	\$ 10,390.00	0000002669	8/3/2016	REC	8/8/2016	20780.000	WIR
				FY 2016 Total	\$ 20,780.00						
33001	00017128	3	0000197236	Hee-jung Shin	\$ 10,390.00	0000002720	10/7/2016	REC	10/11/2016	20780.000	WIR
33001	00017129	4	0000197236	Hee-jung Shin	\$ 10,390.00	0000002720	10/7/2016	REC	10/11/2016	20780.000	WIR
33001	00017298	5	0000197236	Hee-jung Shin	\$ 10,390.00	0000002745	11/4/2016	REC	11/7/2016	10390.000	WIR
33001	00017465	6	0000197236	Hee-jung Shin	\$ 10,390.00	0000002772	12/2/2016	REC	12/5/2016	10390.000	WIR
33001	00017661	7	0000197236	Hee-jung Shin	\$ 10,390.00	0000002810	1/11/2017	REC	1/12/2017	10390.000	WIR
33001	00017794	8-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000002838	2/2/2017	REC	2/3/2017	10390.000	WIR
33001	00018006	9-50132	0000197236	Hee-jung Shin	\$ 20,390.00	0000002870	3/6/2017	REC	3/8/2017	20390.000	WIR
33001	00018161	10-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000002899	4/4/2017	REC	4/5/2017	10390.000	WIR
33001	00018361	11-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000002931	5/4/2017	REC	5/8/2017	10390.000	WIR
33001	00018531	12-50132	0000197236	Hee-jung Shin	\$ 390.00	0000002961	6/5/2017	REC	6/6/2017	390.000	WIR
33001	00018662	12-50132*	0000197236	Hee-jung Shin	\$ 10,000.00	0000002974	6/19/2017	REC	6/21/2017	10000.000	WIR
33001	00018732	13-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000002989	7/5/2017	REC	7/7/2017	10390.000	WIR
33001	00018951	14-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003022	8/2/2017	REC	8/3/2017	10390.000	WIR
				FY 2017 Total	\$ 134,680.00						
33001	00019152	15-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003049	8/31/2017	REC	9/1/2017	10390.000	WIR
33001	00019312	16-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003082	10/6/2017	REC	10/10/2017	10390.000	WIR
33001	00019498	17-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003114	11/3/2017	REC	11/6/2017	10390.000	WIR
33001	00019665	18-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003147	11/30/2017	REC	12/1/2017	10390.000	WIR
33001	00019855	19-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003175	12/29/2017	REC	1/3/2018	10390.000	WIR
33001	00020025	20-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003200	2/1/2018	REC	2/2/2018	10390.000	WIR
33001	00020240	21-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003232	3/2/2018	REC	3/5/2018	10390.000	WIR
33001	00020457	22-50132	0000197236	Hee-jung Shin	\$ 20,390.00	0000003268	4/13/2018	REC	4/16/2018	20390.000	WIR
33001	00020566	23-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003298	5/2/2018	REC	5/3/2018	10390.000	WIR
33001	00020746	24-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003332	6/1/2018	REC	6/4/2018	10390.000	WIR
33001	00020964	25-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003366	7/5/2018	REC	7/6/2018	10390.000	WIR
33001	00021143	26-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003402	8/2/2018	REC	8/3/2018	10390.000	WIR
				FY 2018 Total	\$ 134,680.00						
33001	00021385	27-50132	0000197236	Hee-jung Shin	\$ 10,390.00	0000003441	9/4/2018	REC	9/5/2018	10390.000	WIR
33001	00021540	28-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003470	10/3/2018	REC	10/4/2018	12890.000	WIR
33001	00021723	29-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003511	11/1/2018	REC	11/2/2018	12890.000	WIR
33001	00021866	30-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003542	12/5/2018	REC	12/6/2018	12890.000	WIR
33001	00022127	31-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003602	1/17/2019	REC	1/18/2019	12890.000	WIR
33001	00022210	32-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003615	1/31/2019	REC	2/1/2019	12890.000	WIR
33001	00022497	33-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003663	3/13/2019	REC	3/14/2019	12890.000	WIR
33001	00022615	34-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003686	4/4/2019	REC	4/5/2019	12890.000	WIR
33001	00022764	35-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003718	5/2/2019	REC	5/3/2019	12890.000	WIR
33001	00022944	36-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003750	6/3/2019	REC	6/4/2019	12890.000	WIR
33001	00023170	37-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003778	7/3/2019	REC	7/5/2019	12890.000	WIR
				FY 2019 Total	\$ 139,290.00						
33001	00023373	38-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003812	8/5/2019	REC	8/7/2019	12890.000	WIR
33001	00023589	39-50132	0000197236	Hee-jung Shin	\$ 12,890.00	0000003843	9/3/2019	REC	9/4/2019	12890.000	WIR
				2020 Total	\$ 25,780.00						

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	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #		
1. Procuring Agency	Department of Economic and Community Development	
2. Contractor	Meliora	
3. Edison contract ID #	50132	
4. Proposed amendment #	5	
5. Contract's Original Effective Date	May 27, 2016	
6. Current end date	May 26, 2020	
7. Proposed end date	May 26, 2020	
8. Current Maximum Liability or Estimated Liability	\$ 588,720.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 595,543.22	
10. Strategic Technology Solutions Pre-Approval Endorsement Request <i>– information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request <i>– state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed		
<p>This amendment increases the Contractor's monthly compensation from \$12,890 to \$15,000. During the last two years, since March 2017, the Contractor has directly contributed to the creation of 1,498 jobs and over \$487 million in investment in the State of Tennessee. Additionally, the Contractor is responsible for six potential projects currently in the pipeline. TNECD believes the increase in monthly compensation is reasonable due to the fact that the Contractor is TNECD's best performing foreign direct representative.</p>		

Agency request tracking #	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. N/A	
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)  Robert O. Rolfe 9/25/19	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33002-61816	Edison ID 50132	Contract # 50132	Amendment # 5		
Contractor Legal Entity Name Meliora			Edison Vendor ID 197236		
Amendment Purpose & Effect(s) Increase Maximum Liability. Increase Compensation. Delete Sections C.1. and C.3. and replace with new Sections C.1. and C.3.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: May 26, 2020			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 6,823.22		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$20,780.00				\$20,780.00
2017	\$134,680.00				\$134,680.00
2018	\$134,680.00				\$134,680.00
2019	\$140,953.22				\$140,953.22
2020	\$164,450.00				\$164,450.00
TOTAL:	\$595,543.22				\$595,543.22
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.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 5
OF CONTRACT 50132**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Meliora, 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 C.1. 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 Five Hundred Ninety-Five Thousand Five Hundred Forty-Three Dollars and 22/100 Dollars and No/100 (\$595,543.22) ("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.

2. Contract section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for 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 services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)
Foreign Direct Investment Representative Services (paid in twelve (12) equal installments on a monthly basis)	\$15,000.00 per Month
Additional Incremental Job Commitment Incentive: If Contractor exceeds minimum job commitments per year (as defined in Section A.2.1. above), Contractor will receive additional incremental job commitment incentives.* *Contractor will not receive additional incremental job commitment incentives for fewer than 50 additional jobs (or next increment of 50 jobs) created.	\$2,500 each additional 50 job commitments, up to a maximum of \$10,000 per year of the 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 December 1, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MELIORA:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33002-61816	Edison ID 50132	Contract # 50132	Amendment # 4		
Contractor Legal Entity Name Meliora			Edison Vendor ID 197236		
Amendment Purpose & Effect(s) Contract Extension and Maximum Liability Increase					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: Mary 26, 2020			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 164,680.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$134,680.00				\$134,680.00
2017	\$134,680.00				\$134,680.00
2018	\$154,680.00				\$154,680.00
2019	\$164,680.00				\$164,680.00
TOTAL:	\$588,720.00				\$588,720.00
<p>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.</p> <p style="font-size: 1.5em; font-family: cursive;">Gerrit L. Johnson</p> <p style="font-size: 1.2em;">4-22-19</p>				<p>CPO USE</p>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 4
OF CONTRACT 50132**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Meliora, 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.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning on May 27, 2016 ("Effective Date") and ending on May 26, 2020, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. Contract section C.1. 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 Five Hundred Eighty-Eight Thousand Seven Hundred Twenty Dollars and no/100 (\$588,720.00). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for 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 25, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MELIORA:

Hee Jung Shim

SIGNATURE

DATE

Hee-JUNG SHIM, DIRECTOR

22 APRIL 2019

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Robert O. Rolfe

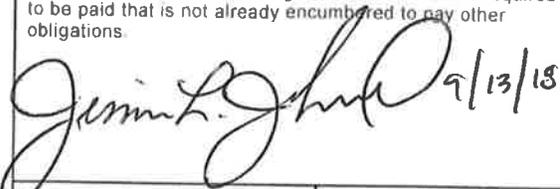
ROBERT O. ROLFE, COMMISSIONER

4/22/19

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33002-61816	Edison ID 50132	Contract # 50132	Amendment # 3		
Contractor Legal Entity Name Meliora			Edison Vendor ID 197236		
Amendment Purpose & Effect(s) Increase in annual job commitments Increase in monthly compensation					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: May 26, 2019			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$134,680.00				\$134,680.00
2017	\$134,680.00				\$134,680.00
2018	\$154,680.00				\$154,680.00
TOTAL:	\$424,040.00				\$424,040.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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		
 9/13/18					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 3
OF CONTRACT 50132**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Meliora, 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 A.2. is deleted in its entirety and replaced with the following:

A.2. Deliverables:

1. **Job Creation** - The Representative's primary measure of success will be their contribution to meeting TNECD's annual job creation goal by recruiting companies to set up operations in Tennessee. The Representative's job creation goals are outlined below:
 - a. The Representative will be responsible for securing a **minimum of 50 job commitments** resulting from recruiting new companies during the first year of the contract. At the end of the initial contract period of one year, renewal of the contract will be based in part upon whether the Representative has met or exceeded 50 job commitments. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner;
 - b. If the contract is renewed for year 2, the Representative will be responsible for securing a **minimum of 200 job commitments** resulting from recruiting new companies to Tennessee during the second year of the contract. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner; and
 - c. If the contract is renewed for years 3-5, the Representative will be responsible for securing a **minimum of 275 job commitments** per year of the contract resulting from recruiting new companies to Tennessee. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner.

The following sections outline the monthly, quarterly, and annual deliverables that will be required of the Representative as a means of supporting the TNECD's overall goal of job creation. The Representative will work closely on these deliverables with TNECD's Director of Foreign Direct Investment ("FDI Director") to develop a strategy and plan of action that will allow the Representative to meet the minimum requirements listed in Sections A.2.1. through A.2.5.

2. **Verified Project Pipeline** - the Representative will be responsible for generating and maintaining a verified pipeline of projects and potential targets. The Representative will work with the FDI Director to complete the following deliverables which support the overall goal of job creation:
 - a. On a monthly basis, the Representative will work with the FDI Director to agree on specific target companies and industries for the Representative to contact during the following month.

- b. On a monthly basis, the Representative will meet with a **minimum of ten (10) prospective companies**. Details of these meetings and other meetings and events will be input into TNECD's CRM system on a weekly basis by the Representative.
 - c. On a quarterly basis, the Representative will work with the FDI Director to submit to TNECD's senior staff a review of the Representative's activities and an action plan for the following quarter.
 - d. On a semi-annual basis, the Representative will work with the FDI Director to submit an action plan for reaching out to a list of candidate companies for specific TNECD projects including, but not limited to, the Memphis Regional Megasite and other projects.
 - e. The Representative will conduct a monthly review and planning call with the FDI Director.
3. **Stakeholder/Multiplier Meetings** - The Representative will hold or attend stakeholder and multiplier meetings and events in order to promote foreign direct investment in the State of Tennessee.
- a. On a monthly basis, the Representative will work with the FDI Director to agree upon a specific number of stakeholder and multiplier meetings or events to attend during the month. Stakeholders and multipliers indicate people or organizations that facilitate networking with potential target companies and can help strengthen Tennessee's reputation in the business community.
 - b. On a quarterly basis, the Representative will submit a brief written memo to the FDI Director that 1) outlines major stakeholder and multiplier activities of the past quarter, 2) provides a brief outlook of the major upcoming stakeholder and multiplier meetings and events, and 3) makes recommendations for TNECD team participation in future meetings and events (for example, recommending that a team of project managers attend a particular trade show or supplier conference).
 - c. The representative will collaborate with the Director of Foreign Investment and TNECD project managers to develop an annual strategy and itinerary for participating in meetings and events with target stakeholders and multipliers.
4. **Visits to Tennessee and TNECD Visits to Republic of Korea**– The Representative will visit Tennessee at least twice per year. The Representative will also be prepared to support visits by TNECD and State of Tennessee officials to the Republic of Korea at least twice per year.
- a. **Visits to Tennessee** – The Representative will use this time to learn about TNECD and Tennessee and to work with the TNECD team to develop a strategic plan for the year. The Representative will work with the FDI Director to schedule these visits.
 - b. **TNECD Visits** – The Representative will be expected to support two visits to the Republic of Korea per year by TNECD staff, potentially including the Commissioner and Governor. For these visits, the Representative will assist by coordinating travel, logistics, and accommodations as well as arranging meetings with prospects, existing companies, and stakeholders. TNECD visits may also include special events such as receptions or dinners with multiple invitees. These visits may require travel by the Representative within the Republic of Korea.

5. Other Duties

- a. **Engage Existing Companies** - At the direction of the FDI Director, the Representative will be prepared to engage with companies in the Republic of Korea that have existing operations in Tennessee.
- b. **Market Intelligence** - On a continuing basis, the Representative will follow a wide variety of media outlets in the Republic of Korea and be prepared to offer TNECD insights and to make recommendations about market strategy and potential targets.
- c. **Marketing Strategy** - At the direction of the FDI Director, the Representative will collaborate with TNECD's Marketing team to determine a marketing strategy tailored to the Representative's specific market and target companies.
- d. **Performing FDI Services for Other Parties** – The Representative will not perform foreign direct investment recruiting activities for any other party without prior written consent from TNECD.

1. Contract section C.3. is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for 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 services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)
Foreign Direct Investment Representative Services (paid in twelve (12) equal installments on a monthly basis)	\$12,890.00 per Month
Additional Incremental Job Commitment Incentive: If Contractor exceeds minimum job commitments per year (as defined in Section A.2.1. above), Contractor will receive additional incremental job commitment incentives.* *Contractor will not receive additional incremental job commitment incentives for fewer than 50 additional jobs (or next increment of 50 jobs) created.	\$2,500 each additional 50 job commitments, up to a maximum of \$10,000 per year of the 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 September 26, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MELIORA:

Heejung Shin

SIGNATURE

DATE

HEE-JUING SHIN

September 5, 2018

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Robert O. Rolfe /m

ROBERT O. ROLFE, COMMISSIONER

9/12/18

DATE

**AMENDMENT 2
OF CONTRACT 50132**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Meliora, 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.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning on May 27, 2016 ("Effective Date") and ending on May 26, 2019, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. The following is added as Contract section C.1. 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 Four Hundred Twenty-Four Thousand Forty Dollars and No/100 (\$424,040.00). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for 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 26, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MELIORA:

	
_____ SIGNATURE	_____ DATE
	
_____ PRINTED NAME AND TITLE OF SIGNATORY (above)	

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

	
_____ ROBERT O. ROLFE, COMMISSIONER	_____ DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33002-61816	Edison ID 50132	Contract # 50132	Amendment # 1
Contractor Legal Entity Name Meliora			Edison Vendor ID 197236

Amendment Purpose & Effect(s)
End date extension (12 months), maximum liability increase.

Amendment Changes Contract End Date: YES NO **End Date:** May 26, 2018

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 134,680.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$134,680.00				\$134,680.00
2017	\$134,680.00				\$134,680.00
TOTAL:	\$269,360.00				\$269,360.00

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

<p>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.</p> <p><i>Jessica L. Johnson</i> 4-20-17</p>	<p>CPO USE</p>



AMENDMENT 1
OF CONTRACT 50132

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Meliora, 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 is deleted in its entirety and replaced with the following:
 - B. This Contract shall be effective on May 27, 2016 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for services provided by the Contractor prior to the Effective Date.

2. Contract section C.1. 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 Sixty-Nine Thousand Three Hundred Sixty Dollars and No/100 (\$269,360.00). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for 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 26, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MELIORA:

Hee Jung Shin 19 APRIL 2017
 SIGNATURE DATE

HEE-JUNG SHIN
 PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Robert O. Rolfe / SR 4-19-17
 ROBERT O. ROLFE, COMMISSIONER DATE



CONTRACT

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

Begin Date 5/27/16	End Date 5/26/17	Agency Tracking # 33002-61816	Edison Record ID 50132
Contractor Legal Entity Name Meliora			Edison Vendor ID 197236

Goods or Services Caption (one line only)
The Contractor will provide Foreign Direct Investment Services in Korea.

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
---	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$134,680.00				\$134,680.00
TOTAL:	\$134,680.00				\$134,680.00

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:

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

Competitive Selection RFP

Other

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.

Jerome L. Johnson 5/24/16

Speed Chart (optional)	Account Code (optional) 70803000
-------------------------------	--



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
MELIORA**

This Contract, by and between the State of Tennessee, Department of Economic and Community Development ("State" or "TNECD") and Meliora ("Contractor" or "Representative"), is for the provision of Foreign Direct Investment Representative services 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 a Professional, Scientific, and Technical Activities Company.
Contractor Place of Incorporation or Organization: Korea
Contractor Edison Registration ID # 197236

A. SCOPE:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Deliverables:
1. **Job Creation** - The Representative's primary measure of success will be their contribution to meeting TNECD's annual job creation goal by recruiting companies to set up operations in Tennessee. The Representative's job creation goals are outlined below:
 - a. The Representative will be responsible for securing a **minimum of 50 job commitments** resulting from recruiting new companies during the first year of the contract. At the end of the initial contract period of one year, renewal of the contract will be based in part upon whether the Representative has met or exceeded 50 job commitments. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner;
 - b. If the contract is renewed for year 2, the Representative will be responsible for securing a **minimum of 200 job commitments** resulting from recruiting new companies to Tennessee during the second year of the contract. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner; and
 - c. If the contract is renewed for years 3-5, the Representative will be responsible for securing a **minimum of 250 job commitments** per year of the contract resulting from recruiting new companies to Tennessee. Job commitments will be determined based on either 1) a public announcement or press release from TNECD on behalf of the company or 2) the date that a company signs an incentive contract with TNECD, whichever occurs sooner.

The following sections outline the monthly, quarterly, and annual deliverables that will be required of the Representative as a means of supporting the TNECD's overall goal of job creation. The Representative will work closely on these deliverables with TNECD's Director of Foreign Direct Investment ("FDI Director") to develop a strategy and plan of action that will allow the Representative to meet the minimum requirements listed in Sections A.2.1. through A.2.5.

2. **Verified Project Pipeline** - the Representative will be responsible for generating and maintaining a verified pipeline of projects and potential targets. The Representative will work



with the FDI Director to complete the following deliverables which support the overall goal of job creation:

- a. On a monthly basis, the Representative will work with the FDI Director to agree on specific target companies and industries for the Representative to contact during the following month.
 - b. On a monthly basis, the Representative will meet with **a minimum of ten (10) prospective companies**. Details of these meetings and other meetings and events will be input into TNECD's CRM system on a weekly basis by the Representative.
 - c. On a quarterly basis, the Representative will work with the FDI Director to submit to TNECD's senior staff a review of the Representative's activities and an action plan for the following quarter.
 - d. On a semi-annual basis, the Representative will work with the FDI Director to submit an action plan for reaching out to a list of candidate companies for specific TNECD projects including, but not limited to, the Memphis Regional Megasite and other projects.
 - e. The Representative will conduct a monthly review and planning call with the FDI Director.
3. **Stakeholder/Multiplier Meetings** - The Representative will hold or attend stakeholder and multiplier meetings and events in order to promote foreign direct investment in the State of Tennessee.
- a. On a monthly basis, the Representative will work with the FDI Director to agree upon a specific number of stakeholder and multiplier meetings or events to attend during the month. Stakeholders and multipliers indicate people or organizations that facilitate networking with potential target companies and can help strengthen Tennessee's reputation in the business community.
 - b. On a quarterly basis, the Representative will submit a brief written memo to the FDI Director that 1) outlines major stakeholder and multiplier activities of the past quarter, 2) provides a brief outlook of the major upcoming stakeholder and multiplier meetings and events, and 3) makes recommendations for TNECD team participation in future meetings and events (for example, recommending that a team of project managers attend a particular trade show or supplier conference).
 - c. The representative will collaborate with the Director of Foreign Investment and TNECD project managers to develop an annual strategy and itinerary for participating in meetings and events with target stakeholders and multipliers.
4. **Visits to Tennessee and TNECD Visits to Republic of Korea**– The Representative will visit Tennessee at least twice per year. The Representative will also be prepared to support visits by TNECD and State of Tennessee officials to the Republic of Korea at least twice per year.
- a. **Visits to Tennessee** – The Representative will use this time to learn about TNECD and Tennessee and to work with the TNECD team to develop a strategic plan for the year. The Representative will work with the FDI Director to schedule these visits.
 - b. **TNECD Visits** – The Representative will be expected to support two visits to the Republic of Korea per year by TNECD staff, potentially including the Commissioner and Governor. For these visits, the Representative will assist by coordinating travel, logistics, and accommodations as well as arranging meetings with prospects, existing companies, and stakeholders. TNECD visits may also include special events such as receptions or dinners with multiple invitees. These visits may require travel by the Representative within the Republic of Korea.



5. Other Duties

- a. **Engage Existing Companies** - At the direction of the FDI Director, the Representative will be prepared to engage with companies in the Republic of Korea that have existing operations in Tennessee.
- b. **Market Intelligence** - On a continuing basis, the Representative will follow a wide variety of media outlets in the Republic of Korea and be prepared to offer TNECD insights and to make recommendations about market strategy and potential targets.
- c. **Marketing Strategy** - At the direction of the FDI Director, the Representative will collaborate with TNECD's Marketing team to determine a marketing strategy tailored to the Representative's specific market and target companies.
- d. **Performing FDI Services for Other Parties** – The Representative will not perform foreign direct investment recruiting activities for any other party without prior written consent from TNECD.

- A.3. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its services. The services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the 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 the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

If Contractor fails to provide the services as warranted, then Contractor will re-provide the services at no additional charge. If Contractor is unable or unwilling to re-provide the services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.4. Inspection and Acceptance. The State shall have the right to inspect all services provided by Contractor under this Contract. If, upon inspection, the State determines that the services are Defective, the State shall notify Contractor, and Contractor shall provide the services at no additional cost to the State. If after a period of thirty (30) days following performance of services the State does not provide a notice of any Defects, the services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on May 27, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole



option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

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 Thirty-Four Thousand Six Hundred Eighty Dollars and No/100 (\$134,680.00) ("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 services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for 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 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 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 services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)
Foreign Direct Investment Representative Services (paid in twelve (12) equal installments on a monthly basis)	\$10,390.00 per Month
Additional Incremental Job Commitment Incentive: If Contractor exceeds minimum job commitments per year (as defined in Section A.2.1. above), Contractor will receive additional incremental job commitment incentives.* *Contractor will not receive additional incremental job commitment incentives for fewer than 50 additional jobs (or next increment of 50 jobs) created.	\$2,500 each additional 50 job commitments, up to a maximum of \$10,000 per year of the contract.

- 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 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 services have been provided to the following address:

TNECD.Invoices@tn.gov



- 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 Economic and Community Development;
 - (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 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 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 services completed and shall not include any charge for future 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 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 services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of 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 the "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, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and



- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form or other such form(s) as may be necessary to complete Edison registration.

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:
Andrew Dunn, FDI Director
Department of Economic and Community Development
312 Rosa L. Parks Ave., 27th Floor, Nashville, TN 37243
Andrew.Dunn@tn.gov
615-253-1240

The Contractor:
Hee-jung Shin, President
Meliora
1-528, Yongsan-dong 2 ga,
heejung999@gmail.com
Telephone # 82 10 6211 5164

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. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State 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 at least 90 days in advance of the desired termination date. 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 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 satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation 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 a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party 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 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 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 A, 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.



...5 Reserved.

- 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: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts 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. Reserved.

D.21. Reserved.

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 one hundred twenty (120) 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), which includes Attachment A;
- 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.

IN WITNESS WHEREOF,

MELIORA:

Hee-jung Shin
 CONTRACTOR SIGNATURE DATE

Hee-jung Shin May 1, 2016
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:
Randy Boyd /m 5/23/16
 RANDY BOYD, COMMISSIONER DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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.

Heejung Shin

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.

HEE-JUUNG SHIN

PRINTED NAME AND TITLE OF SIGNATORY

MAY 1 2016

DATE OF ATTESTATION