



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-16-038	2. Date prepared: 3/14/2016
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other <u>ADDENDUM</u>

**FISCAL INFORMATION**

4. Account Number: 12090-12000.599105	5. Account Name: ADMINISTRATION
6. Total amount this action: \$47,500.00	7. New contract total: 47,500.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$18,750.00
Year 2017	\$28,750.00
Year _____	\$ _____
Year _____	\$ _____

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 1/23/2016	12. To (month, day, year): 1/22/2018
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement	
<input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____	

**AGENCY INFORMATION**

14. Name of agency: Economic Development Corp	15. Requisition Number: 000005972
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

**AGENCY CONTACT INFORMATION**

17. Name: Georgia Chang	18. Telephone #: 317/232-8903
19. E-mail address: gchang@ledc.in.gov	

**COURIER INFORMATION**

20. Name: Jackie Addison	21. Telephone #: 317-234-5670
22. E-mail address: jaddison@ledc.in.gov	

**VENDOR INFORMATION**

23. Vendor ID # 0000273309	24. Name: ECONOMIC MODELING, LLC	25. Telephone #: 208-882-3567
26. Address: EMSI 409 S JACKSON ST MOSCOW, ID 83843		
27. E-mail address: n/a		

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)  Yes  No

29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %

33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications system  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-26-14

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Contractor shall provide the IEDC up to 2 users online access to Developer Pro for Opportunity Analysis, Business Recruitment, Unemployment, Population demographics, Industry Analysis, Occupation Analysis, Skills Transferability, Education Analysis & Economy Overview.

38. Justification of vendor selection and determination of price reasonableness:  
The vendor provides employment data and economic analysis through Web tools and custom reports. It offers Analyst, a research tool for exploring employment data; and Career Coach, a Web-based tool that markets careers and programs to students by providing information on how wages, trends, and careers connect to education and training at colleges. These tools can help IEDC's developing BD plan and strategies.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Matthew R. Hornum</i>	41. Date Approved	42. Budget agency approval <i>AC</i>	43. Date Approved 4/7/16
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



## ADDENDUM

This Addendum is entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "IEDC") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "**Form Contract**"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "**Agreement**"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

**Contractor Name:**

Economic Modeling, LLC

**Contractor Address:**

409 S. Jackson Street  
Moscow, ID 83843

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**Title of Form Contract:**

Developer™ Subscription Agreement

1. **FORM CONTRACT/DUTIES OF CONTRACTOR.** The Contractor shall provide the subscription services to the IEDC as set forth in the Form Contract. In the event the authorized users of the IEDC change, the IEDC shall provide the Contractor notice of such change.
2. **TERM.**
  - (A) This Agreement shall commence on **January 23, 2016** and shall remain in effect through **January 22, 2018** or unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**"). In no event shall payments be made for services performed after the Expiration Date.
  - (B) This Agreement may be renewed under the same terms and conditions, subject to the approval of the parties and the State Budget Director. The term of the renewed Agreement may not be longer than the term of the original Agreement. All renewals and extensions must be in writing and signed by all parties. The parties agree that any exercised subsequent renewals to this Agreement shall not exceed \$20,000.00 per year through January 22, 2020.
  - (C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement, including provisions for

payment of amounts owed for work performed under the Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

**3. CONSIDERATION.**

(A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the Form Contract.

(B) The Contractor shall be paid in quarterly installments as set forth below:

- January 23, 2016 to January 22, 2017 - \$6,250.00 per quarter (not to exceed a total of \$25,000.00)
- January 23, 2017 to January 22, 2018 - \$5,625.00 per quarter (not to exceed a total \$22,500.00)

(C) Total remuneration under this Agreement shall not exceed \$47,500.00 (the "Agreement Amount").

(D) Deleted by mutual agreement of the parties.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- (A) Any provision requiring the State of Indiana or the IEDC to provide indemnity.
- (B) Any provision requiring the State of Indiana or the IEDC to pay penalties, liquidated damages, interest or attorney's fees.
- (C) Any provision requiring payment of consideration in advance unless authorized by an exception listed in Indiana Code §4-13-2-20.
- (D) Any provision requiring payment in less than 35 days.
- (E) Any provision providing for automatic renewal.
- (F) Any provision giving the Form Contract precedence over this Addendum.

**4. PAYMENTS.**

(A) The Contractor shall submit quarterly invoices for payment in connection with its services provided hereunder. Quarterly invoices must be submitted to the IEDC at [processing@iedc.in.gov](mailto:processing@iedc.in.gov), unless otherwise directed by the IEDC. Such invoices shall be in the form and substance as directed by the IEDC and shall otherwise be in compliance with the requirements of this Paragraph.

(B) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited.

Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at [www.in.gov/auditor/forms](http://www.in.gov/auditor/forms).

(C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC.

**5. CONFIDENTIALITY OF INFORMATION.**

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) Deleted by mutual agreement of the parties.

**6. USE OF THE IEDC NAME.**

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

**7. GOVERNING LAW.**

(A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court for the Southern District of Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state and federal courts.

(B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

**8. TERMINATION & FUNDING CANCELLATION.**

(A) This Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**9. PROGRESS REPORTS. Deleted by mutual agreement of the parties.**

**10. ACCESS TO RECORDS & AUDITS.**

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at his/her respective office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under the Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

**11. THE CONTRACTOR'S SERVICES.**

(A) This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

(B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any material change to the budget shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

(C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement.

(D) The IEDC shall, at all reasonable times, have the right to inspect the services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Agreement.

**12. OWNERSHIP OF DOCUMENTS & MATERIALS. Deleted by mutual agreement of the parties.**

**13. COMPLIANCE WITH LAWS.**

(A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.

(B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.

(C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.

(D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such

actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.

- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of the Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

#### **14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.**

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
  - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers],
    - (b) Indiana Code § 24-5-12 [Telephone Solicitations], or
    - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
  - (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:

- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

#### 15. DRUG-FREE WORKPLACE CERTIFICATION.

- (A) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
- (B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to, in good faith, comply with the terms of this Section shall constitute a material breach of this Agreement and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of Agreement payments, the termination of this Agreement and/or the debarment of the Contractor from doing further business with the IEDC and the State of Indiana for up to three (3) years.
- (C) In addition to the provisions of above paragraphs, if the total Agreement amount set forth in the Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), the Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

*This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and contracts from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no grant, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made part of the contract or agreement as part of the contract documents.*

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;

- (b) The Contractor's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph (A) above that, as a condition of continued employment, the employee will:
- (a) Abide by the terms of the statement; and
  - (b) Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (4) Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subparagraph 3(b) above, or otherwise receiving actual notice of such conviction; and
- (5) Within thirty (30) days after receiving notice under subparagraph 3(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
- (a) Take appropriate personnel action against the employee, up to and including termination; or
  - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1 through 5 above.

**16. NONDISCRIMINATION.**

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

**17. NOTICE TO PARTIES.**

Whenever any notice, statement, or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised:

(A) Notices to the IEDC shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION  
Attn: General Counsel  
One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204-2288

**(B) Notices to the Contractor shall be sent to:**

Austin Kenney  
ECONOMIC MODELING, LLC  
409 S. Jackson Street  
Moscow, ID 83843  
austin.kenney@economicmodeling.com

Notice from the IEDC to the Contractor may be provided via electronic mail to the Contractor's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Contractor to the IEDC. Notices, statements, or other communications from the Contractor to the IEDC shall be deemed delivered when received.

**18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS.**

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) **KEY PERSON(S): Deleted by mutual agreement of the parties.**

(C) **BACKGROUND CHECKS: Deleted by mutual agreement of the parties.**

**19. INDEMNIFICATION.**

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to Contractor.

**20. DEBARMENT & SUSPENSION.**

(A) The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

(B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

#### **21. ATTORNEYS' FEES & INTEREST.**

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

#### **22. MISCELLANEOUS.**

(A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

(B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

- (C) This Agreement may be executed through an original or through an electronic copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- (E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, but not limited to, the employees or sub-contractors of the Contractor.
- (F) If the IEDC determines that it would be in the IEDC's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the IEDC or to the employee.
- (G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

**23. INSURANCE.**

The Contractor shall secure and keep in force during the term of this Agreement the insurance coverage required by law and as would be reasonable to cover claims of any nature which may arise out of or result from this Agreement. The Contractor shall furnish a certificate of insurance and all endorsements to the IEDC prior to the commencement of work under this Agreement.

**24. AUTHORITY TO BIND CONTRACTOR.**

Notwithstanding anything in the Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

**25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.**

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility

standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

#### **26. DISPUTES.**

(A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

#### **27. AGREEMENT MODIFICATIONS.**

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement. All changes to this Agreement are mutually agreed to by the parties.

- (A) Paragraph 1 of the Addendum is renamed Form Contract/Duties of Contractor.
- (B) Paragraph 2 of the Addendum, entitled Term, is modified by mutual agreement of the parties.
- (C) Paragraph 3 of the Addendum, entitled Consideration, is modified by mutual agreement of the parties.
- (D) Paragraph 4 of the Addendum, entitled Payments, is modified by mutual agreement of the parties.
- (E) Paragraph 5 of the Addendum, entitled Confidentiality of Information, is modified by mutual agreement of the parties.
- (F) Paragraph 9 of the Addendum, entitled Progress Reports, is deleted by mutual agreement of the parties.
- (G) Paragraph 11 of the Addendum, entitled The Contractor's Services, is modified by mutual agreement of the parties.
- (H) Paragraph 12 of the Addendum, entitled Ownership of Documents & Materials, is deleted by mutual agreement of the parties.
- (I) Paragraph 18 of the Addendum, entitled Subcontracts, Assignment & Key Persons, is deleted by mutual agreement of the parties.

#### **28. NON-COLLUSION & ACCEPTANCE.**

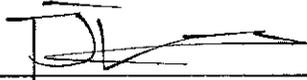
The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member,

employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

*Signatures Appear on the Following Page*

In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of the Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

**ECONOMIC MODELING, LLC**

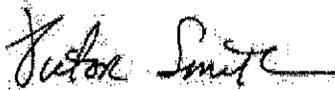


Signature

Timothy van den Broek  
Printed Name and Title

Date: 03/15/2016

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**  
**Victor P. Smith, Secretary of Commerce**  
**(Digital Signature Stamp Below)**



Digitally signed by Victor P. Smith  
DN: cn=Victor P. Smith,  
o=Secretary of Commerce,  
ou=IEDC,  
email=vsmith@iedc.in.gov, c=US  
Date: 2016.03.16 08:49:09 -04'00'

**STATE BUDGET AGENCY**

  
BRIAN E. BAILEY, DIRECTOR

Date: 4/7/16



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EMSI Sales Rep: Austin Kenney

### Developer™ Subscription Agreement

This Developer™ subscription agreement is between Indiana Economic Development Corporation of Indianapolis, Indiana ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("EMSI").

#### I. Subscription Term

EMSI will provide Licensee with access to Developer™ beginning January 23, 2016 and ending January 22, 2018, unless this agreement is extended or renewed.

#### II. Subscription Services

EMSI will provide Licensee with access to Developer™ for 2 authorized users. Authorized users must be employees or authorized representatives of Licensee. EMSI will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared.

Licensee will designate one person as the admin user, who will be authorized to manage Licensee's authorized user list and coordinate training.

Licensee will be provided access to the "Basic" level of the product and the following additional levels ("Licensed Dataset"):

- BASIC** (Opportunity Analysis, Business Recruitment, Unemployment, and Population Demographics)
- STANDARD** (Opportunity Analysis, Business Recruitment, Unemployment, Population Demographics, Industry Analysis, Occupation Analysis, Skills Transferability, Education Analysis, and Economy Overview)
- PRO** (Opportunity Analysis, Business Recruitment, Unemployment, Population Demographics, Industry Analysis, Occupation Analysis, Skills Transferability, Education Analysis, Economy Overview, Supply Chain Analysis, Impact Scenario, Regional Product, Job Posting Analytics and Business Listings)
- PLUS** (Opportunity Analysis, Business Recruitment, Unemployment, Population Demographics, Industry Analysis, Occupation Analysis, Skills Transferability, Education Analysis, Economy Overview, Supply Chain Analysis, Impact Scenario, Regional Product, Business Listings and Job Postings)

The subscription comes with access to national data at the county and zip code levels. It also includes the following services:

- 1) Access to Developer™ user training materials
- 2) Customer support via telephone or e-mail
- 3) Access to all new data releases (new datasets are released approximately quarterly)
- 4) Access to all Developer™ updates and upgrades during the subscription period

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Developer™ described at [http://www.economicmodeling.com/docs/analyst\\_technical\\_requirements.pdf](http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf).

EMSI updates and upgrades Developer™ periodically. EMSI is not obligated to continue to support legacy versions of Developer™ or make legacy versions of Developer™ available to Licensee.

#### III. Fee

The fee for the two year subscription is \$47,500.00 payable as follows:

- **First year:** \$25,000.00 payable quarterly at \$6,250.00 per quarter
- **Second Year:** \$22,500.00 payable quarterly at \$5,625.00 per quarter



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