
REQUEST FOR PROPOSALS

Issued by:

The Utah Legislature



INTERNATIONAL RELATIONS SERVICES

RFP No. UTL 2016-02

November 21, 2016

I. RFP CONTACT

The Utah Legislature is the issuer of this RFP and all subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing, to:

Robert H. Rees
Associate General Counsel
Office of Legislative Research and General Counsel
Email: rrees@le.utah.gov

II. DEFINITIONS

As used in this RFP:

1. “CONTRACTOR” means the individual or firm who enters into a contract, pursuant to a proposal submitted in response to this RFP, to provide INTERNATIONAL RELATIONS SERVICES to the LEGISLATURE.
2. “INTERNATIONAL RELATIONS” means efforts and activities of the LEGISLATURE to foster and enhance relationships between the state and foreign countries, including:
 - a. hosting foreign officials or trade delegations;
 - b. representing the state in official visits to foreign countries; and
 - c. developing relationships and laying the groundwork for increased trade, educational and cultural exchanges, language programs, tourism opportunities, and civic education experiences.
3. “INTERNATIONAL RELATIONS SERVICES” means services to assist the LEGISLATURE in carrying out its INTERNATIONAL RELATIONS, including:
 - a. providing staff and resource support to help the LEGISLATURE accomplish its INTERNATIONAL RELATIONS duties and responsibilities;
 - b. helping legislative staff plan, facilitate, and staff legislative delegation visits to foreign countries, as approved jointly by the PRESIDENT and SPEAKER;
 - c. helping legislative staff plan, facilitate, and staff the hosting of foreign trade or other delegations, as identified jointly by the PRESIDENT and SPEAKER;
 - d. coordinating follow up actions of the LEGISLATURE relating to delegation visits from foreign countries or legislative visits to foreign countries;
 - e. coordinating with or, as appropriate, partnering with the Governor’s Office of Economic Development and other organizations to further the LEGISLATURE’s INTERNATIONAL RELATIONS goals and efforts; and
 - f. executing other projects, as jointly approved by the PRESIDENT and SPEAKER, designed to meet the LEGISLATURE’s INTERNATIONAL RELATIONS goals and objectives.

4. "LEGISLATURE" means the Legislature of the State of Utah, including the Utah House of Representatives and the Utah Senate.
5. "MST" means Mountain Standard Time.
6. "PRESIDENT" means the President of the Utah Senate.
7. "RESPONDER" means a firm or individual who submits a proposal in response to this RFP.
8. "RFP" means this request for proposals issued by the LEGISLATURE for INTERNATIONAL RELATIONS SERVICES, No. UTL 2016-02.
9. "SPEAKER" means the Speaker of the Utah House of Representatives.

III. PURPOSE OF REQUEST FOR PROPOSALS

1. The purpose of this RFP is to enter into a contract with a qualified individual or group of individuals or qualified firm or group of firms to provide INTERNATIONAL RELATIONS SERVICES to the LEGISLATURE.
2. This RFP is designed to provide basic information sufficient to solicit proposals from qualified individuals, groups of individuals, firms, or groups of firms, but (except to the extent expressly provided otherwise) is not intended to limit a proposal's content or exclude any relevant, important, or essential information.
3. The contract will be awarded for a period of one year, beginning on or about January 16, 2017, depending on when a contract is executed following contract negotiations, and ending one year later, with the LEGISLATURE having the option to extend the contract for up to four successive one-year periods, making a maximum of five years, subject to Utah Code Section 63G-6a-1204. As provided in Utah Code Section 63G-6a-1204(3), a contract may not be renewed for any year after the first year of the contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.
4. The LEGISLATURE has the option to terminate the contract at any time if:
 - a. the INTERNATIONAL RELATIONS SERVICES are no longer needed; or
 - b. the LEGISLATURE is not satisfied with the CONTRACTOR or the INTERNATIONAL RELATIONS SERVICES provided.
5. The LEGISLATURE reserves the right, in its sole discretion, to award the contract to more than one RESPONDER and to receive INTERNATIONAL RELATIONS SERVICES under more than one contract.

IV. TIMELINE

The following timeline (subject to change by addendum) will be followed with respect to this RFP:

1. RFP issuance date: November 21, 2016.
2. Deadline for submitting questions to clarify provisions of the RFP: 12:00 noon MST on Friday, December 2, 2016.
3. Date by which the LEGISLATURE expects to issue an addendum or addenda to the RFP to answer questions submitted before the deadline described in Section IV. 2 of this RFP: December 9, 2016.
4. **Deadline for submitting a proposal in response to this RFP:** 12:00 noon MST on Friday, December 16, 2016.
5. Evaluation of proposals by an evaluation committee: Beginning after December 16, 2016. It is anticipated that the evaluation committee will submit its recommendation to the PRESIDENT and SPEAKER by January 11, 2017.

V. GUIDELINES FOR PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

a. PROPOSALS

A proposal submitted in response to this RFP should NOT be submitted via BidSync.

A RESPONDER who wishes to submit a timely proposal is required to submit an electronic copy (in PDF format) of the proposal so that it is received by the RFP contact, Robert H. Rees, on or before 12:00 noon MST on Friday, December 16, 2016. The electronic copy may be provided by email to rrees@le.utah.gov (the email transmission, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send them separately) or may be burned to a disk and delivered to the following address:

Attention: Robert H. Rees
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex, W210 House Building
PO Box 145210
Salt Lake City, Utah 84114-5210

b. LATE SUBMISSION OF PROPOSALS

Proposals received after 12:00 noon MST, Friday, December 16, 2016 will not be considered.

2. RFP REQUIREMENTS

- a. RESPONDER shall agree to provide INTERNATIONAL RELATIONS SERVICES to the LEGISLATURE.
- b. The CONTRACTOR will be expected to devote at least one full-time employee to work full time in providing INTERNATIONAL RELATIONS SERVICES to the LEGISLATURE under a contract pursuant to this RFP.

3. RESPONDER INFORMATION

The first page of the proposal shall include the following information, in the following format:

- a. Title: “RFP for INTERNATIONAL RELATIONS SERVICES, UTL 2016-02”

- b. RESPONDER Summary Information:

Name:
Proposal Contact Person:
Address:
Telephone:
Fax:
Email:
Federal Tax ID Number:

4. EXECUTIVE SUMMARY

The second portion of the proposal shall contain a one- or two-page executive summary that briefly describes the RESPONDER’s proposal. This summary shall serve to highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

The executive summary shall also describe any deviations or exceptions from the requirements, terms, and conditions of this RFP. In the absence of such a written description, the proposal shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the RESPONDER shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a RESPONDER may result in rejection of a proposal on the grounds that the proposal is not responsive to the RFP.

5. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the proposal and shall include the following:

- a. A complete narrative of the RESPONDER's assessment of the work to be performed, the RESPONDER's ability and approach, and the resources necessary to fulfill the requirements. This narrative shall demonstrate the RESPONDER's understanding of the overall performance expectations and clearly indicate all options and alternatives proposed.
- b. A description of the qualifications, including experience, education, training, and knowledge of each individual that the RESPONDER will designate to provide the INTERNATIONAL RELATIONS SERVICES described in this RFP.
- c. A list of references (including a contact person and that person's contact information and title) of persons or entities for which the RESPONDER has provided services similar to INTERNATIONAL RELATIONS SERVICES who can render an opinion regarding the ability of the RESPONDER to provide the INTERNATIONAL RELATIONS SERVICES.
- d. A certification indicating that neither the RESPONDER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by any governmental entity. If the RESPONDER cannot certify this statement, the RESPONDER shall attach a written explanation indicating why the RESPONDER cannot certify this statement.

6. COST

The total amount available to pay for INTERNATIONAL RELATIONS SERVICES is \$120,000.00 per year. In a proposal submitted pursuant to this RFP, a RESPONDER shall describe the INTERNATIONAL RELATIONS SERVICES that RESPONDER will provide within the amount available and explain how RESPONDER's proposal will provide the best value to the LEGISLATURE.

7. RFP COMPLIANCE

The LEGISLATURE reserves the right to:

- a. reject a proposal on the grounds that the RESPONDER is not responsible (as defined in Utah Code Section 63G-6a-103);

- b. reject a proposal on the grounds that it is not responsive (as defined in Utah Code Section 63G-6a-103);
- c. reject a proposal that does not strictly comply with the requirements of this RFP and the required submission format; and
- d. waive minor informalities or minor technical errors in a proposal.

8. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the RESPONDER to the response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of 60 days after the RFP due date. By submitting a proposal, the RESPONDER certifies that all information provided by the RESPONDER is true, complete, and accurate, and that the RESPONDER is willing and able to furnish the INTERNATIONAL RELATIONS SERVICES in the manner described in this RFP.

9. RESPONDER'S RESPONSIBILITY

The successful RESPONDER is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract resulting from this RFP.

VI. OTHER REQUIREMENTS

1. The RESPONDER's name must appear on each page of the response. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the response. The response must contain evidence that the person who signs the proposal is authorized to bind the RESPONDER in relation to the response.
2. By submitting a proposal in response to this RFP, RESPONDER is acknowledging that the requirements, scope of work, and evaluation process described in this RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested in writing before the RFP response submission deadline.

VII. EVALUATION AND CONTRACT

1. EVALUATION CRITERIA

- a. Each proposal submitted in response to this RFP will be evaluated based on the factors described in Section VII. 2. b.
- b. A RESPONDER from Utah will not be given a preference over a RESPONDER from outside of Utah, unless the RESPONDER from outside of Utah is from a state that gives a procurement preference to in-state providers.

2. EVALUATION PROCESS

a. Stage 1:

All timely and responsive proposals from responsible RESPONDERS will be reviewed. Proposals that are not responsive, that are submitted by RESPONDERS who are not responsible, or that do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

b. Stage 2:

An evaluation committee will evaluate proposals that are not eliminated in Stage 1 in accordance with the following criteria:

Points	Criteria
30	Demonstrated experience and expertise in international relations and diplomacy
30	Demonstrated logistical experience, ability, and skill in coordinating large international relations or trade or similar missions, including meetings, events, housing, gifts, transportation, and other things necessary to hosting a successful visit and accomplishing a successful international relations or trade mission
30	Demonstrated ability to work and coordinate with the LEGISLATURE and legislative staff
20	Demonstrated ability to work and coordinate with the Executive Branch
20	Demonstrated ability to work and coordinate with the Utah business community
20	Competency of RESPONDER's staff organization and governance structure

The evaluation committee will score each proposal according to the criteria listed above. Scoring will reflect the degree to which a proposal is determined to provide the greatest amount of value to the LEGISLATURE within the amount allocated to pay for INTERNATIONAL RELATIONS SERVICES.

The evaluation committee may enter into discussions or conduct interviews with or attend presentations by RESPONDERS for the purpose of clarifying information contained in proposals.

3. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code.

4. CONTRACT

- a. The contract will be tentatively awarded (pending successful contract negotiations) to the RESPONDER whose proposal is the most advantageous and provides the best value to the LEGISLATURE, taking into consideration the factors described in this RFP, including the quality and level of services proposed to be provided within the amount allocated.
- b. The contract shall include the standard terms and conditions included in Attachment A.
- c. The LEGISLATURE reserves the right to refuse to negotiate on exceptions if the LEGISLATURE determines that the exceptions are excessive or not in the interest of the state, or that negotiations could result in significant costs to the state or take a significant period of time.
- e. The LEGISLATURE reserves the right to review the contract on a regular basis in relation to performance and cost and may negotiate terms relating to cost and service during the term of the contract.
- f. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

VIII. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to the RFP contact person, Robert H. Rees, at rees@le.utah.gov on or before 12:00 noon MST on December 2, 2016. Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

IX. ADDENDA

1. All addenda to this RFP (including answers to questions provided by addendum) will be posted on the LEGISLATURE's website at:

<http://le.utah.gov>

2. Addenda and notifications of addenda are not required to be provided in any other manner. All RESPONDERS, potential RESPONDERS, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.
3. The LEGISLATURE may attempt, but is not required, to provide email notification of an addendum to any person who sends a request to receive notification to:

rrees@le.utah.gov

X. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP is governed by Title 63G, Chapter 2, Government Records Access and Management Act. A RESPONDER who desires to request protected status of any information submitted in the response must specifically identify the information that the RESPONDER desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the RESPONDER shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The LEGISLATURE's decision regarding the protected status of information shall be final and binding on the RESPONDER. Each RESPONDER shall indemnify, defend, and hold forever harmless the LEGISLATURE from any and all liability relating to the disclosure of information included in the RESPONDER's response to this RFP, even if the RESPONDER requested protected or other confidential status for the information. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

XI. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A RESPONDER may modify or withdraw the RESPONDER's proposal at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the RESPONDER.

XII. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

1. All expenses relating to responding to this RFP, including preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The LEGISLATURE assumes no liability, and may not be held liable, for any costs incurred by a RESPONDER in responding to this RFP.

2. All expenses of the successful RESPONDER relating to conducting contract negotiations, including drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The LEGISLATURE assumes no liability, and may not be held liable, for any costs incurred by a RESPONDER relating to contract negotiations.
3. RESPONDER will not bill for any expense that was incurred prior to the time that the contract is signed by all parties.

XIII. MISCELLANEOUS RESERVATION OF RIGHTS

The LEGISLATURE reserves the right not to award a contract to any of the RESPONDERS who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services.

XIV. RESTRICTIONS ON PUBLICITY

A successful RESPONDER may not, without the prior written approval of the LEGISLATURE, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP.
2. Refer to the LEGISLATURE or use any data, pictures, or other representation of the LEGISLATURE, in its advertising, marketing, or other promotional efforts.

XV. GOVERNING LAW

This RFP and any contract resulting from a proposal submitted in response to the RFP are subject to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6a, Utah Procurement Code.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in the AGREEMENT between the successful RESPONDER(s) (CONTRACTOR) and the LEGISLATURE:

1. TERMINATION

1.1 As provided in this Section 1.1, the CONTRACTOR may terminate this AGREEMENT for cause, including a LEGISLATURE breach of the AGREEMENT, a LEGISLATURE misrepresentation of or failure to disclose a material fact, or circumstances that make it unethical or unreasonably difficult for the CONTRACTOR to continue performance of the AGREEMENT.

1.1.1 If the CONTRACTOR believes that there is cause for terminating this AGREEMENT, the CONTRACTOR shall give the LEGISLATURE written notice of intent to terminate the AGREEMENT, specifying the cause for which the CONTRACTOR intends to terminate the AGREEMENT and, in the case of a claimed LEGISLATURE breach of the AGREEMENT, what the LEGISLATURE needs to do to cure the breach.

1.1.2 If the cause cited by the CONTRACTOR in the notice under Section 1.1.1 is a claimed LEGISLATURE breach, the LEGISLATURE will have 30 working days after receiving the written notice described in Section 1.1.1 to cure the breach.

1.1.3 Upon the expiration of 30 working days after the CONTRACTOR gives written notice under Section 1.1.1, the CONTRACTOR may terminate the AGREEMENT by providing written notice of termination to the LEGISLATURE, unless the cause specified by the CONTRACTOR in the notice under Section 1.1.1 is a claimed LEGISLATURE breach of the AGREEMENT and the LEGISLATURE cures the breach within the 30-day period.

1.2 The LEGISLATURE may terminate this AGREEMENT at any time when:

1.2.1 the INTERNATIONAL RELATIONS SERVICES are no longer needed; or

1.2.2 the LEGISLATURE is not satisfied with the CONTRACTOR or the INTERNATIONAL RELATIONS SERVICES provided.

1.3 The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

If CONTRACTOR breaches this AGREEMENT, the LEGISLATURE may do one or more of the following:

2.1 Exercise any remedy provided by law; or

2.2 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

3.1 CONTRACTOR is an independent contractor and, except as expressly authorized by this AGREEMENT or by the LEGISLATURE, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.

3.2 Except as otherwise expressly provided in this AGREEMENT, CONTRACTOR is solely responsible to pay for all of CONTRACTOR's expenses and to pay each employee or subcontractor of CONTRACTOR all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONTRACTOR.

4. ASSIGNMENT PROHIBITED

CONTRACTOR may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the LEGISLATURE.

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

6. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

- 6.1 Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin;
- 6.2 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3 45 C.F.R. 90, which prohibits discrimination on the basis of age;
- 6.4 Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and
- 6.5 Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the RFP, including all addenda to this RFP, and CONTRACTOR's proposal submitted in response to this RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONTRACTOR's proposal, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

- 7.1 this AGREEMENT;
- 7.2 the RFP;
- 7.3 CONTRACTOR's proposal.

8. LAWS AND REGULATIONS

CONTRACTOR and any and all hardware, software, supplies, services, equipment, and construction proposed or furnished under this AGREEMENT shall comply fully with all applicable federal and state laws and regulations.

9. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR releases and shall protect, indemnify, and hold harmless the LEGISLATURE from liability of any kind or nature relating to CONTRACTOR's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the performance of this AGREEMENT.

10. RECORDS ADMINISTRATION

CONTRACTOR shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. CONTRACTOR shall retain these records for at least four years after the AGREEMENT terminates. CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

11. CONFLICT OF INTEREST

CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

12. DEBARMENT

CONTRACTOR certifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental department or agency. CONTRACTOR will notify the LEGISLATURE within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

13. INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, indemnifies, and holds harmless the LEGISLATURE from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONTRACTOR and the CONTRACTOR's employees, subcontractors, and volunteers.

14. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that the LEGISLATURE cannot contract for the payment of funds not yet appropriated. The LEGISLATURE may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days' written notice to CONTRACTOR that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, the LEGISLATURE will pay all amounts due to CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

15. FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, or war that is beyond that party's reasonable control. The LEGISLATURE may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

16. MERGER

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

17. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the PRESIDENT and SPEAKER, on behalf of the LEGISLATURE, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR), on behalf of CONTRACTOR.

18. AUTHORITY TO BIND

CONTRACTOR and the person who signs this AGREEMENT on behalf of CONTRACTOR represent that the person who signs this AGREEMENT has the authority to bind CONTRACTOR, and does, by signing this AGREEMENT, bind CONTRACTOR to the terms and conditions of this AGREEMENT.

19. PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT may be subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void does not affect the legality and enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

21. MANNER OF PROVIDING SERVICES

CONTRACTOR shall provide the INTERNATIONAL RELATIONS SERVICES in an expeditious and professional manner.