
REQUEST FOR PROPOSALS

Issued by:

The Federal Funds Commission



FEDERAL FUNDS RISK MODEL

RFP No. FFC 2014-02

I. RFP CONTACT

The Federal Funds Commission is the issuer of this RFP and any subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing by email, 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. "COMMISSION" means the Federal Funds Commission, created by Utah Code Section 63C-14-201.
2. "CONTRACTOR" means the person whose proposal submitted in response to this RFP is selected for an award of a contract to create a FEDERAL FUNDS RISK MODEL.
3. "FEDERAL FUNDS RISK MODEL" means an enterprise risk model, as specified in Section IV of this RFP, to assess the impact to the state of Utah from a reduction in the amount or value of federal funds to the state and to provide a framework for preparing for, responding to, and mitigating the effects of any reduction.
4. "LEGISLATURE" means:
 - a. the Utah Legislature, including the Utah House of Representatives and the Utah Senate;
 - b. the members, staff, and employees of the Utah State Legislature, the Utah House of Representatives, or the Utah Senate; and
 - c. staff offices of the Utah Legislature, the Utah House of Representatives, or the Utah Senate, and employees of those staff offices.
5. "MDT" means Mountain Daylight Time.
6. "MST" means Mountain Standard Time.
7. "RESPONDER" means a person who submits a proposal in response to this RFP and, in the case of the person who is awarded a contract pursuant to this RFP, includes the CONTRACTOR.
8. "RFP" means this request for proposals issued by the COMMISSION, No. FFC-2014-02.

III. REQUEST FOR PROPOSALS INFORMATION

1. Under Utah Code Section 63C-14-301, the COMMISSION is charged with the responsibility, among other things, of making recommendations to the governor and Utah Legislature on methods of avoiding and minimizing the risk of, and preparing for and responding to, a reduction in the amount or value of federal funds received by the state and by local governments in the state. To assist the COMMISSION in this responsibility and to provide a tool that can be available for policymakers to use as they work to avoid and minimize the risk of, and prepare for and respond to, the effects of possible reductions in federal funds, the COMMISSION seeks to have a FEDERAL FUNDS RISK MODEL developed.
2. With the assistance provided by a FEDERAL FUNDS RISK MODEL, the COMMISSION seeks to achieve three broad goals:
 - a. develop a plan that can be available to the governor and Legislature in the event of a fiscal shock to the state resulting from a reduction in the amount or value of federal funds;
 - b. identify proactive steps that the state can take now to mitigate the severity of the fiscal effects of a reduction in the amount or value of federal funds; and
 - c. cultivate an awareness within communities throughout the state of the risks the state's population faces from possible fiscal calamities resulting from a reduction in the amount or value of federal funds received by the state.
3. The purpose of this RFP is to enter into a contract with a qualified individual, group of individuals, or firm to develop a FEDERAL FUNDS RISK MODEL that meets the criteria under Section IV of this RFP.
4. This RFP is designed to provide basic information sufficient to solicit proposals from qualified individuals, groups of individuals, or 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.

IV. REQUIREMENTS FOR FEDERAL FUNDS RISK MODEL

1. In addition to considering and assessing the impact of a reduction in the amount or value of federal funds that flow directly to the state from the federal government such as, for example, a reduction resulting from a federal budget sequester or any other significant and sudden reduction in federal funds, the FEDERAL FUNDS RISK MODEL shall consider and assess the impact of a reduction in the amount or value of federal funds that flow indirectly to the state such as, for example, a reduction resulting from the loss of federal employment of people within the state, from a sharp rise in interest rates, or from the dollar losing its status as the international reserve currency of choice.
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2. The FEDERAL FUNDS RISK MODEL should include a risk management framework

and model that can be used to guide future risk management decisions at the state level. With periodic updates, as needed, the FEDERAL FUNDS RISK MODEL should be able to serve future policymakers in modeling the impact from a reduction in the amount or value of federal funds to the state and in establishing a framework for preparing for and responding to a reduction.

3. The FEDERAL FUNDS RISK MODEL should allow policymakers and even members of the public, if feasible, to run different risk scenarios and receive output showing the impacts for state government, translated, if possible, to a level of service. Ideally, the FEDERAL FUNDS RISK MODEL will include a user-friendly digital interface that will allow policymakers and, if possible, the public to conduct “what if” analyses to show the impacts resulting from different possible efforts to respond to or mitigate the impacts from a reduction in the amount or value of federal funds.

4. Although assessing the risk of a reduction in the amount or value of federal funds is not the primary purpose of the FEDERAL FUNDS RISK MODEL, developing the FEDERAL FUNDS RISK MODEL should inherently include some assessment of that risk in order to determine whether the model needs to assess impacts from that risk. To the extent that development of the FEDERAL FUNDS RISK MODEL results in the identification of the risks that the amount or value of federal funds to the state will be reduced, the FEDERAL FUNDS RISK MODEL should prioritize the identified risks so that policymakers can determine where to focus preparation and mitigation efforts first. Ideally, the FEDERAL FUNDS RISK MODEL will identify specific recommendations of policy steps that can be taken to mitigate areas of significant impact. The FEDERAL FUNDS RISK MODEL should incorporate risk probabilities and magnitudes for some of the more significant risks, at least in rough terms, to provide a general sense of probabilities for incorporation into a framework.

5. As secondary considerations for what the FEDERAL FUNDS RISK MODEL should incorporate, it would be useful for the FEDERAL FUNDS RISK MODEL to:

- a. extrapolate impacts to local government;
- b. have a publicly available technology interface to allow interested persons to see online the model in a visual way and to manipulate a few simple assumptions to learn what risks emerge; and
- c. show not only the fiscal impacts of different risk scenarios, but also the impacts to levels of service.

6. The COMMISSION shall have ownership of and exclusive rights to the FEDERAL FUNDS RISK MODEL.

V. TIMELINE OF RFP PROCESS

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

RFP:

1. RFP opening date: November 7, 2014.
2. Deadline for submitting questions: 12:00 noon MST on Wednesday, November 19, 2014.
3. Final date for addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section V. 2 of this RFP): December 3, 2014.
4. RFP response submission deadline: 12:00 noon MST on Wednesday, December 10, 2014.
5. Opening of Proposals: Friday, December 10, 2014, at approximately 12:10 p.m. MST at the Office of Legislative Research and General Counsel, Utah State Capitol Complex, House Building, Suite W210, Salt Lake City, Utah.
6. Awarding of contract: December 19, 2014.

VI. REQUEST FOR PROPOSALS GUIDELINES

1. SUBMISSION TIME, PLACE, AND MANNER

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

An electronic copy in PDF format must be received by the RFP contact, Robert H. Rees, on or before 12:00 noon MST on Wednesday, December 10, 2014. The electronic copy may be submitted 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

Proposals received after 12:00 noon MST on December 10, 2014 will not be considered

2. RESPONDER INFORMATION

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

- a. Title: "RFP for FEDERAL FUNDS RISK MODEL, NO. FFC 2014-02"
- b. RESPONDER Summary Information:

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

3. 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 response 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 response on the grounds that the response is not responsive to the RFP.

4. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the response 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 work on and develop the FEDERAL FUNDS RISK MODEL 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 developing a FEDERAL FUNDS RISK MODEL who can render an opinion regarding the ability of the RESPONDER to develop, maintain, and update a FEDERAL FUNDS RISK MODEL; and

- d. a certification indicating that neither the RESPONDER nor any of its principals are presently debarred, suspended, proposed for debarment or suspension, 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.

5. COST

In a separate electronic document entitled "Cost," a RESPONDER shall include all information on cost for the FEDERAL FUNDS RISK MODEL and any related items for which the RESPONDER may charge. A proposal may be rejected as nonresponsive if any cost information is included in any portion of the proposal response other than in the "Cost" document. Under Utah law, an evaluation committee is prohibited from knowing, or having access to, any information relating to the cost, or the scoring of the cost, of a proposal until after the evaluation committee submits its final recommended scores on all other criteria, unless compliance with that provision is waived.

6. RFP COMPLIANCE

The COMMISSION reserves the right to:

- a. reject a proposal on the grounds that it 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.

7. 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, that the RESPONDER is willing and able to develop a FEDERAL FUNDS RISK MODEL in the manner described in this RFP, that the costs quoted are correct, and that the costs quoted include all charges that will be required in relation to developing the FEDERAL FUNDS RISK MODEL as described in this RFP.

8. 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.

VII. 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.

VIII. EVALUATION AND CONTRACT

1. EVALUATION CRITERIA

- a. Each response to this RFP will be evaluated based on the factors described in Section VIII. 2. b. of this RFP.
- 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. Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

b. Phase 2:

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

Points	Criteria
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- 25 Demonstrated experience and expertise in developing risk enterprise risk management models similar to a FEDERAL FUNDS RISK MODEL, including the quality and history of any similar or equivalent enterprise risk management models, and demonstrated experience with the government sector in assessing risks from reduced revenue and how to prepare for and mitigate those risks and the effects of a reduction.
- 25 Demonstrating an understanding of what the COMMISSION is looking for in the FEDERAL FUNDS RISK MODEL and reflecting innovation in the approach to developing the FEDERAL FUNDS RISK MODEL
- 15 References from those who can attest to the qualifications and experience of the RESPONDER and of RESPONDER's abilities to develop a FEDERAL FUNDS RISK MODEL
- 15 Quality of qualifications of RESPONDER's staff who will be assigned to participate in the development of the FEDERAL FUNDS RISK MODEL
- 10 Timeliness in developing the FEDERAL FUNDS RISK MODEL and its readiness for use by policymakers and the public
- 10 Cost.

c. The COMMISSION may conduct discussions with RESPONDERS who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers, but proposals may be accepted without discussions.

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 to the state, taking into consideration evaluation factors described in this RFP.
- b. The contract shall include the standard terms and conditions included in Attachment

- A.
- c. The COMMISSION reserves the right to refuse to negotiate on exceptions if the COMMISSION 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.
- d. The COMMISSION 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.
- e. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

IX. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to rrees@le.utah.gov on or before 12:00 noon MST on November 19, 2014. 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.

X. ADDENDA

1. All addenda to this RFP, including answers to questions provided by addendum, will be posted on the Utah Legislature's website at:

<http://le.utah.gov>

Click on “Publications” and then “Requests for Proposals and Legal Notices.”

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 COMMISSION 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

XI. 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 COMMISSION'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 COMMISSION and 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.

XII. 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.

XIII. 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 COMMISSION assumes no liability 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 COMMISSION assumes no liability 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.

XIV. MISCELLANEOUS RESERVATION OF RIGHTS

The COMMISSION 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.

XV. RESTRICTIONS ON PUBLICITY

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

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

XVI. GOVERNING LAW

This RFP is 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 CONTRACTOR and the COMMISSION:

1. TERMINATION

1.1 This AGREEMENT may be terminated for cause by CONTRACTOR in advance of the specified termination date, upon the CONTRACTOR giving written notice of the COMMISSION's default. The COMMISSION will be given (30) thirty working days after notification to correct and cease the violations, after which, if the violations are not corrected or ceased, the contract may be terminated for cause.

1.2 The COMMISSION may terminate this AGREEMENT at any time when the COMMISSION is not satisfied with the CONTRACTOR or the FEDERAL FUNDS RISK MODEL 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 COMMISSION 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 COMMISSION, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, the COMMISSION, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the COMMISSION to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, the COMMISSION, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or the COMMISSION.

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 COMMISSION.

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 response to this RFP, are hereby incorporated into this AGREEMENT by reference. If

any conflict exists between the RFP, CONTRACTOR's response to this RFP, 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 response to the RFP.

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 COMMISSION and 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 COMMISSION or 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 COMMISSION 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 COMMISSION and 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 COMMISSION cannot contract for the payment of funds not yet appropriated. The COMMISSION 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 COMMISSION 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, and/or war that is beyond that party's reasonable control. The COMMISSION 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

COMMISSION chairs (or such other person certified as having the authority to bind the COMMISSION), on behalf of the COMMISSION, 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 are 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.