
REQUEST FOR PROPOSALS

Issued by:

The Office of the Legislative Fiscal Analyst



REVENUE FORECASTING SERVICES

RFP No. LFA-2013-03

I. RFP CONTACT

The Office of the Legislative Fiscal Analyst 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. "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.
2. "LFA" means the Office of the Legislative Fiscal Analyst, a staff office of the Utah Legislature, with its office located at:

Utah State Capitol Complex
House Building, Suite W310
Salt Lake City, Utah 84114
3. "MDT" means Mountain Daylight Time.
4. "MST" means Mountain Standard Time.
5. "REVENUE FORECASTING SERVICES" means detailed quarterly state revenue projections for the remainder of the current fiscal year and the following fiscal year, consisting of point forecasts in November and February of each year and range forecasts in June and September of each year, estimating the following:
 - a. General Fund revenue from:
 - i. sales and use tax;
 - ii. cable and satellite excise tax;
 - iii. liquor profits;
 - iv. insurance premiums;
 - v. beer, cigarette, and tobacco tax;
 - vi. metal severance tax;

- vii. oil and gas severance tax;
 - viii. inheritance tax;
 - ix. investment income;
 - x. circuit breaker offsets; and
 - xi. other revenue, including any ad hoc deposits into the General Fund;
 - b. Education Fund revenue from:
 - i. radioactive waste tax;
 - ii. escheats;
 - iii. individual income tax;
 - iv. corporate franchise tax;
 - v. fees and taxes from mineral production; and
 - vi. economic development tax increment financing offset;
 - c. Transportation Fund revenue from:
 - i. motor fuel tax;
 - ii. special fuel tax;
 - iii. motor vehicle fees; and
 - iv. other revenue;
 - d. mineral lease revenue from royalties and bonuses; and
 - e. federal funds to the state.
6. "RFP" means this request for proposals, issued by LFA, for REVENUE FORECASTING SERVICES, No. LFA-2013-03.

III. PURPOSE OF REQUEST FOR PROPOSALS

1. The purpose of this RFP is to enter into a contract with a qualified individual, group of individuals, or firm to provide REVENUE FORECASTING SERVICES and other services described in Section V. 2 of this RFP.
2. 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.
3. The contract will be awarded for a period of one year, beginning July 1, 2014 and ending June 30, 2015, with LFA having the option to extend the contract for up to four successive one-year periods, making a maximum total 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. LFA has the option to terminate the contract at any time if:
 - a. the REVENUE FORECASTING SERVICES are no longer needed; or

- b. LFA is not satisfied with the responder or the REVENUE FORECASTING SERVICES provided.
5. LFA reserves the right, at its sole discretion, to award the contract to more than one responder and to receive REVENUE FORECASTING SERVICES under more than one contract.
6. Responder shall provide the REVENUE FORECASTING SERVICES and other services described in Section V. 2 of this RFP in an expeditious and professional manner.

IV. TIMELINE

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

1. RFP Opening Date: August 29, 2013.
2. Final Date for Submission of Questions: Tuesday, September 10, 2013, at Noon (MDT).
3. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section IV. 2 of this RFP): September 17, 2013.
4. RFP Response Submission Deadline: Wednesday, September 25, 2013, at Noon (MDT).
5. Opening of Proposals: September 25, 2013, at approximately 12:10 p.m. (MDT) at LFA.
6. Announcement of proposals to participate in Phase 3: October 4, 2013.
7. Phase 3 revenue forecasting opportunities: October 4, 2013 through February 14, 2014.
8. RFP Response Submission Deadline relating to cost: February 28, 2014, at Noon (MST).
9. Opening of Proposals relating to cost: February 28, 2014, approximately 12:10 p.m. (MST).
10. Awarding of contract: March 21, 2014.

V. REQUEST FOR PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

a. PROPOSALS

Proposals provided 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 September 25, 2013, at Noon (MDT). The electronic copy may be provided by email to rees@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 September 25, 2013, at Noon (MDT) will not be considered. Proposals relating to cost received after February 28, 2014 at Noon (MST) will not be considered, and the late submission of a cost proposal will cause the entire proposal for REVENUE FORECASTING SERVICES, to which the cost proposal relates, to be eliminated from further consideration.

2. RFP REQUIREMENTS

- a. Responder shall provide REVENUE FORECASTING SERVICES to the LFA.
- b. Responder shall allow LFA full access to responder's models and data involved in providing REVENUE FORECASTING SERVICES.
- c. Responder shall periodically recalibrate models it uses to provide REVENUE FORECASTING SERVICES to adjust for economic and legislative changes.
- d. In addition to providing REVENUE FORECASTING SERVICES, responder shall provide monthly highlights of the economy and factors driving economic indicators and revenue.
- e. Responder shall have at least ten years of state revenue forecasting experience, or its equivalent, and a background in statistics or economics.
- f. Responder shall contact entities related to economic development projects in the state, as requested by LFA, to evaluate the impact of various projects on revenue forecasts.

3. RESPONDER INFORMATION

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

- a. Title: "RFP for REVENUE FORECASTING SERVICES, LFA-2013-03"

b. Responder Summary Information:

Name:
RFP 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 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.

5. 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 provide the REVENUE FORECASTING 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 REVENUE FORECASTING SERVICES who can render an opinion regarding the ability of the responder to provide the REVENUE FORECASTING 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

After completion of Phase 3, described in Section VII. 2. c of this RFP, a responder that participates in Phase 3 shall submit a separate electronic document entitled "Cost," which shall include all information on the cost for providing the REVENUE FORECASTING SERVICES, other services described in Section V. 2 of this RFP, and any related items for which the responder may charge. The responder shall submit the separate electronic document after February 14, 2014, but no later than 12:00 noon MST on February 28, 2014. 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.

7. RFP COMPLIANCE

LFA 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.

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, that the responder is willing and able to furnish the REVENUE FORECASTING SERVICES 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 the provision of REVENUE FORECASTING SERVICES.

9. RESPONDER'S RESPONSIBILITY

The successful responder(s) is/are 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 response to this RFP will be evaluated based on the factors described in Section VII. 2. b and Section VII, 2. e.
- b. Responders from Utah will not be given a preference over responders from outside of Utah, unless the responders from outside of Utah are 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
40	Demonstrated experience forecasting state revenue, or its equivalent (minimum of 10 years)
20	Proven statistical and economic expertise
10	Demonstrated ability to synthesize economic indicators and information into a simplified format
15	Demonstrated expertise on inflation and interest rates
15	Knowledge of state revenues and existing methodologies for forecasting state revenues

Proposals achieving a total score of 70 points or more will be designated as finalists and will move on to Phase 3, except that if more than three proposals achieve a total score of 70 points or more, the proposals with the three highest scores will be designated as finalists and will move on to Phase 3. All other proposals will be eliminated from further consideration.

c. Phase 3

Responders that are not eliminated in Phase 1 or Phase 2 will be given two opportunities to demonstrate proficiency in preparing revenue projections. These responders will be given the opportunity to prepare detailed revenue projections for Fiscal Year 2014 and Fiscal Year 2015. Responders shall provide these projections on November 15, 2013, and again on February 14, 2014. Each responder participating in Phase 3 shall allow LFA full access to responder's models and data involved in providing these revenue projections. LFA may provide some compensation to these responders for work they perform preparing these projections. After it is determined which responders will participate in Phase 3, LFA will inform those responders of the amount of compensation, if any, to be provided. The amount of that compensation will be determined by LFA in its sole discretion, and may be less than fair market value.

d. Phase 4

After completion of Phase 3, responders that participated in Phase 3 shall supplement their proposal to include, in a separate electronic document entitled "Cost," all

information on cost for providing the REVENUE FORECASTING SERVICES, other services described in Section V. 2 of this RFP, and any related items for which the responder may charge. The responder shall submit the separate electronic document after February 14, 2014, but no later than 12:00 noon MST on February 28, 2014.

e. Phase 5

The evaluation committee will evaluate all proposals of responders that have participated in Phase 3 and that have submitted a timely proposal relating to cost in accordance with the following criteria:

Points	Criteria
40	Criteria described under Section VII. 2. b of this RFP
40	Proficiency in forecasting state revenues, as demonstrated in the two revenue forecasting opportunities described in Section VII. 2. c of this RFP
20	Cost

- f. LFA 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 price and other evaluation factors described in this RFP.
- b. LFA reserves the right to award the contract to a technically qualified lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value offered to the state.
- c. The contract shall include the standard terms and conditions included in Attachment A.

- d. LFA reserves the right to refuse to negotiate on exceptions if the LFA 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. LFA 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 rrees@le.utah.gov on or before September 10, 2013, at Noon (MDT). 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 Utah 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. LFA 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 LFA'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 LFA 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.

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. LFA 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, except to the extent compensation is provided under Section VII, 2. c of this RFP for participation in Phase 3. LFA 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.

XIII. MISCELLANEOUS RESERVATION OF RIGHTS

LFA 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 LFA, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP.
2. Refer to LFA or the LEGISLATURE, or use any data, pictures, or other representation of the LFA 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 successful responder(s) (CONTRACTOR) and LFA:

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 LFA's default. LFA 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 LFA may terminate this AGREEMENT at any time when:
 - 1.2.1 the REVENUE FORECASTING SERVICES are no longer needed; or
 - 1.2.2 LFA is not satisfied with the responder or the REVENUE FORECASTING 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, LFA 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 LFA, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, LFA, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or LFA to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, LFA, or any member,

office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, or LFA.

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 LFA.

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 LFA 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 LFA 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 director of LFA 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 LFA 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 LFA cannot contract for the payment of funds not yet appropriated. LFA 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 LFA 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 LFA 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 director of LFA (or such other person certified as having the authority to bind LFA), on behalf of LFA, 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.