
REQUEST FOR PROPOSALS

Issued by:

**The Office of the Legislative Fiscal Analyst,
a Staff Office of the Utah State Legislature**



**Computer Programming/Software Solution for
Fiscal Note and Performance Note Information Gathering**

RFP No. 2012-06

I. RFP CONTACT

The Office of the Legislative Fiscal Analyst (LFA) of the Utah State Legislature is the issuer of this RFP and all subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing, to:

Thomas R. Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Email: tvaughn@le.utah.gov

II. DEFINITIONS

As used in this RFP:

1. "BILL" means proposed legislation, including a bill or a resolution.
2. "LEGISLATURE" means the Utah State Legislature, its members, staff, staff offices, and all employees of the Utah State Legislature and its staff offices.
3. "LFA" means the Office of the Legislative Fiscal Analyst, a staff office of the Utah State Legislature, with its offices located at:

Utah State Capitol Complex
House Building, Suite W310,
Salt Lake City, Utah 84114
4. "MDT" means Mountain Daylight Time.
5. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature.
6. "RFP" means this request for proposals, issued by the LFA, for a "Computer Programming/Software Solution for Fiscal Note and Performance Note Information Gathering, 2012-06."
7. "SOFTWARE SOLUTION" means the software solution, described in Section III of this RFP, to provide for the entry, collection, organization, and transferability of data from multiple entities for use in the LEGISLATURE's fiscal note and performance note processes.

III. PURPOSE OF REQUEST FOR PROPOSALS -- SPECIFICATIONS

1. The purpose of this RFP is to contract with a qualified person or entity to create a SOFTWARE SOLUTION to provide for the entry, collection, organization, and transferability of data from multiple entities for use in the LEGISLATURE's fiscal note and performance note process.
2. The LFA is responsible for determining the fiscal impact of all BILLS for the Utah State Legislature and printing a statement entitled a "fiscal note" for proposed legislation that describes its fiscal impact (an example of a fiscal note is shown in Attachment "1"). In order to accomplish this responsibility, as soon as the OLRGC numbers a bill, the LFA sends an email to multiple governmental and non-governmental entities that are likely to be impacted by the BILL or that are likely to have information on the BILL's fiscal impact. The entities are usually asked to provide this information to the LFA within 24 hours (the form currently used to provide the required information is shown in Attachment "2"). After receiving the information, the LFA determines the fiscal impact of the BILL using the information submitted by the entities in addition to other information gathered by the LFA. The LFA is required to complete a fiscal note within three days of receiving a numbered BILL.
3. The LFA is also responsible for coordinating performance notes for legislation that creates a new program or significantly expands an existing program (an example of a performance note is shown in Attachment "3"). A performance note includes goals, outcomes, measures, benchmarks, and resources that are used to determine whether a program has performed as intended (the form currently used by an entity to provide the required information is shown in Attachment "4"). Performance notes are written by state agencies, other funding recipients, and the sponsors of legislation.
4. The LFA processes approximately 1,100 fiscal notes and 25 performance notes for each general session (most, but not all, of the work on fiscal notes and performance notes is completed during the general session). There are approximately 65 entities responsible for providing fiscal information to the LFA and approximately 440 funds that may be impacted by a BILL. The LFA has 14 analysts who draft fiscal notes for legislation proposed by 104 legislators.
5. The SOFTWARE SOLUTION sought by the LFA will automate a portion of the fiscal note and performance note process, as follows:
 - a. An existing automated process will notify each appropriate entity of a new or substitute BILL.

- b. Each entity that receives notification will connect to the SOFTWARE SOLUTION, using an authenticated and encrypted method, and enter the required information relating to the fiscal impact of the BILL or the BILL's performance. System access may be tied to the State of Utah's master directory.
 - c. When an entity connects to the secure system, the entity will be able to access only the data, fund codes, and programs that are associated with those BILLS for which the entity has received notification. The entity will be able to submit fiscal information, performance information, and comments on the BILLS that it has access for, or to modify information submitted previously (unless the time for modification has passed). An entity will also be able to submit supporting documents and other files, which the SOFTWARE SOLUTION will upload and store.
 - d. The SOFTWARE SOLUTION shall allow the LFA to access all data associated with BILLS, including the status of submissions, and shall allow the LFA to designate entities that have access to specified data that those entities did not submit, while restricting access to other data.
 - e. The SOFTWARE SOLUTION will keep a log, that can be viewed by the assigned analyst, of when information is entered into, or modified by, an entity and when all of the required information relating to a BILL has been entered. The assigned analyst and the entity will receive an electronic document containing all of the information entered. The analyst will also be able to access the data collected by the SOFTWARE SOLUTION and extract the data for use in drafting a fiscal note or performance note.
 - f. The SOFTWARE SOLUTION will track the progress of data submission and compliance with deadlines.
- 6. The LFA is willing to consider both hosted and non-hosted (turn key) solutions. Responders may submit a response for one or both of these options.
 - 7. The SOFTWARE SOLUTION is required to be written in Java.
 - 8. The Utah State Legislature will own all proprietary and ownership rights to, and have complete access to, the complete code for the SOFTWARE SOLUTION (regardless of whether the SOFTWARE SOLUTION is a hosted or non-hosted SOFTWARE SOLUTION), including the right to modify, copy, sell, or transfer the code. The Utah State Legislature may exercise these rights without obtaining permission from the responder, without providing notification to the responder, and without paying additional amounts to the responder. Responder will not

retain any rights, ownership, or control with respect to the SOFTWARE SOLUTION or the code for the SOFTWARE SOLUTION.

9. As soon as the SOFTWARE SOLUTION is ready for use in its beta version, responder shall provide to the LFA a complete copy of the code for the beta version of the SOFTWARE SOLUTION (the copy must be fully accessible and manipulable by the LFA). Responder shall provide to the LFA a complete copy of the code for the SOFTWARE SOLUTION for each update of the SOFTWARE SOLUTION produced by the responder (the copy must be fully accessible and manipulable by the LFA).
10. For a hosted SOFTWARE SOLUTION, LFA will own the SOFTWARE SOLUTION, but responder shall administer the SOFTWARE SOLUTION for the LFA until the contract for hosting ends, whereupon the LFA shall take over administration of the SOFTWARE SOLUTION. For a non-hosted SOFTWARE SOLUTION, LFA will own the SOFTWARE SOLUTION and LFA shall administer the SOFTWARE SOLUTION immediately after the responder provides the final version of the SOFTWARE SOLUTION to the LFA.
11. All data entered, downloaded, stored, transmitted, or retained in connection with the SOFTWARE SOLUTION (regardless of whether the SOFTWARE SOLUTION is a hosted or non-hosted solution) will be under the complete ownership and control of the LFA. Unless prohibited by law from doing so, if responder receives a request or demand to access any of this data by a third party (including, but not limited to, a subpoena), responder shall promptly notify LFA of the request or demand and refer the person who makes the request or demand to the LFA. Unless otherwise required by law, responder shall not provide any data to a third party without prior written permission from the LFA.
12. All data associated with the SOFTWARE SOLUTION shall be stored at the LEGISLATURE's offices, regardless of whether the SOFTWARE SOLUTION is a hosted or non-hosted solution.
13. The SOFTWARE SOLUTION shall work with (and fully function with) a variety of platforms for data entry, manipulation, and viewing, including popular tablets (iPad, Android, etc.) computer operating systems (Windows, Macintosh, etc.) and smart phones (iPhones, Android, BlackBerry, etc.).
14. The SOFTWARE SOLUTION shall be user friendly in all aspects, including, but not limited to, data entry, data access, and data manipulation. The LFA envisions data entry being done in an interview format, similar to the format used for popular tax software for personal tax returns.

15. The SOFTWARE SOLUTION shall be ready to fully function in a beta version on or before December 1, 2012. The LFA intends to use the SOFTWARE SOLUTION on a trial basis for some fiscal notes and performance notes, beginning on December 1, 2012, and running through the 2013 General Session of the Utah State Legislature (the 2013 General Session begins on January 28, 2013, and ends on March 14, 2013). The SOFTWARE SOLUTION shall be in its final format and fully functioning for all fiscal notes and performance notes on or before July 1, 2013.
16. Responder represents that the ownership and proprietary rights of the SOFTWARE SOLUTION and each part of the SOFTWARE SOLUTION are the sole property of the Utah State Legislature and that no other person or entity has any rights whatsoever in the SOFTWARE SOLUTION or any part of the SOFTWARE SOLUTION. Responder shall not have any rights whatsoever in the SOFTWARE SOLUTION or any part of the SOFTWARE SOLUTION. Responder will indemnify, defend, and hold forever harmless, the LEGISLATURE from any and all liability relating to a claim that a person or entity other than the Utah State Legislature has any rights in the SOFTWARE SOLUTION.
17. For a hosted SOFTWARE SOLUTION, the SOFTWARE SOLUTION shall be fully supported, maintained, and serviced by the responder on an ongoing and regular basis. The responder shall have a system in place to enable the LFA to quickly contact the responder when issues arise. Responder shall respond to any service calls and resolve the problem in a timely manner. During the General Session and any special sessions of the LEGISLATURE, responder shall be available on a 24-hour per day, 7-day per week basis, and provide expedited response to, and resolution of, problems. Responder shall provide, upon request of LFA, modifications to, or expansion of, the SOFTWARE SOLUTION at rates specified by contract.
18. The SOFTWARE SOLUTION shall be designed and created in a way that will enable the LEGISLATURE's IT staff to easily ascertain the design of the SOFTWARE SOLUTION and to easily access, support, maintain, service, manipulate, or expand the SOFTWARE SOLUTION.
19. Shown in Attachment "5" are examples of potential design characteristics for the SOFTWARE SOLUTION. These potential design characteristics are shown to help potential responders better understand the SOFTWARE SOLUTION envisioned by LFA rather than to detail the actual design or appearance of the SOFTWARE SOLUTION.

IV. TIMELINE

1. The following timeline (subject to change by addendum) will be followed with respect to this RFP:
 - a. RFP Opening Date: June 25, 2012 at 4:00 p.m. (MDT).
 - b. Responder's Conference: July 3, 2012 at 9:30 a.m. (MDT) at LFA.
 - c. Final Date for Submission of Questions: July 6, 2012 at 1:00 p.m. (MDT).
 - d. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section IV.1.c of this RFP): July 12, 2012.
 - e. RFP Response Submission Deadline: July 23, 2012 at 1:00 p.m. (MDT).
 - f. Opening of Responses: July 23, 2012 at 1:15 p.m. (MDT) at LFA.
 - g. Announcement of Finalists: July 30, 2012.
 - h. Discussions with Finalists: August 13 and 14, 2012.
 - i. Final Date for Addenda to RFP (related to discussions with finalists): August 16, 2012.
 - j. Best and Final Offers Submission Deadline: August 24, 2012, 1:00 p.m. (MDT).
 - k. Opening of Best and Final Offers: August 24, 2012, 1:15 p.m. (MDT) at LFA.
 - l. Award of Contract: August 31, 2012, 11:00 a.m. (MDT) at LFA.

2. DISCUSSIONS

Discussions will be conducted with finalists. Pursuant to Utah Code Subsection 63G-6-408(5)(b), ". . . revisions may be permitted after submissions and before the contract is awarded for the purpose of obtaining best and final offers." Pursuant to Utah Code Subsection 63G-6-408(5)(c), "[i]n conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors."

V. REQUEST FOR PROPOSALS

1. SUBMISSION TIME, PLACE, AND MANNER

Responses to this RFP should NOT be submitted via BidSync.

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before July 23, 2012 at 1:00 p.m. (MDT). The electronic copy may be provided by email to tvaughn@le.utah.gov (our email, 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: Thomas Vaughn
Associate General Counsel
Office of Legislative Research and General Counsel
Utah State Capitol Complex, W210 House Building
P.O. Box 145210
Salt Lake City, Utah 84114-5210

2. LATE SUBMISSIONS

Responses received after July 23, 2012 at 1:00 p.m. (MDT) will not be considered.

3. RESPONDER INFORMATION

The first page of the response must include the following information, in the following format:

a. Title: "RFP for Computer Programming/Software Solution for Fiscal Note and Performance Note Information Gathering, 2012-06."

b. Responder Summary Information:

Name:

Contact Person:

Address:

Telephone:

Fax:

Email:

Federal Tax ID Number:

4. GENERAL DESCRIPTION

The second portion of the response shall contain a general description of the SOFTWARE SOLUTION(s) proposed by the responder.

5. DETAILED DESCRIPTION

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

a. A detailed description of the SOFTWARE SOLUTION(s) proposed by the

responder.

- b. If the SOFTWARE SOLUTION is a hosted solution, describe: the uptime guarantees; methods of contact; cost and methods of support, maintenance, and service; service response times; problem resolution times; and the number and qualifications of service staff. Also, include a detailed description of the costs (hourly rate or other measure) to modify or expand the SOFTWARE SOLUTION and the priority that will be given, and measures that will be taken, by the responder to make modifications or expansions in a timely manner.
- c. A responder shall provide a detailed list of all requirements of the LFA in order for the SOFTWARE SOLUTION to fully and safely function, including, but not limited to, all hardware and software requirements, compatibility requirements, operating system requirements, communications and data transfer requirements, licensing requirements, storage requirements, and physical facility requirements. For each of these, describe whether the hardware, software, or other equipment will be provided by responder or by the LFA, on what terms, at what cost, and whether the responder or the LFA will own the hardware, software, and equipment (the SOFTWARE SOLUTION will be owned by the LFA and will be able to be used by the LFA without additional charge, permission, or involvement by the responder).
- d. A detailed description of the SOFTWARE SOLUTION's security for data storage, access, and transfer, and for access to the SOFTWARE SOLUTION. Include a description of encryption used for data storage and transfer. Also include a detailed description of the SOFTWARE SOLUTION's means of user authentication.
- e. A detailed description of the SOFTWARE SOLUTION's backup system to ensure that data is not lost.
- f. A detailed work plan to design, write, test, document, and implement the SOFTWARE SOLUTION, including dates for deadlines for each part of the plan.
- g. A detailed description of all warranties that the responder will provide to the LFA in relation to the SOFTWARE SOLUTION (including, but not limited to, software, hardware, and other equipment relating to the SOFTWARE SOLUTION).

6. RFP COMPLIANCE

- a. The response shall separately state, for each provision of this RFP (including all attachments and addenda to this RFP), that the response meets, and the responder agrees to comply with, that provision. A response that fails to do this may be rejected as non-responsive.
- b. The LFA reserves the right to waive minor informalities or technicalities in a response.

7. COSTS AND FREIGHT

- a. A responder shall provide detailed information on the cost of the SOFTWARE SOLUTION to the LFA
- b. A responder shall provide a detailed list of all expenses (in addition to the costs of the SOFTWARE SOLUTION itself) of the LFA in order for the SOFTWARE SOLUTION to fully and safely function, including, but not limited to, the costs of any requirements, services, or functions listed in response to Sections V.5.b, c, d, and e of this RFP.
- c. A responder is prohibited from charging for any costs not detailed in the responder's response.
- d. Responders are required to provide line item pricing FOB Destination Freight Prepaid. Shipping terms will be FOB Destination Freight Prepaid.
- e. In awarding the contract for this RFP, the LFA will make the determination of cost based on the cost to purchase the SOFTWARE SOLUTION (including, but not limited to, the cost of software, hardware, other equipment, service, maintenance, installation, and training) and the ongoing costs relating to the SOFTWARE SOLUTION.

8. QUALIFICATIONS

- a. Describe the qualifications, including experience, education, training, and knowledge of each person that the responder will designate to perform work on the SOFTWARE SOLUTION.
- b. Provide a list of references (including a contact person and that person's contact information) of persons or entities for which the responder has written and implemented software solutions and who are able to comment on the ability of the responder to provide the SOFTWARE SOLUTION

described in this RFP.

9. **RESPONSES ARE BINDING**

All responses are required to be signed by a person in authority to bind the responder to the response, the response price, and the terms and conditions of the response. Responses may not be withdrawn for a period of 60 days after the RFP due date. By submitting the response, 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 SOFTWARE SOLUTION specified, that the prices quoted are correct, and that the prices quoted include all charges that will be required from the LFA or the LEGISLATURE in relation to the SOFTWARE SOLUTION (including, but not limited to, the cost of software, hardware, other equipment, service, maintenance, installation, and training).

10. **RESPONDER'S RESPONSIBILITY**

The successful responder(s) are solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract.

11. **TRAINING**

Responder shall provide, at no additional charge:

- a. training to legislative staff on the use of the SOFTWARE SOLUTION;
and
- b. a description of the design and format of the SOFTWARE SOLUTION, to the LEGISLATURE's information technology staff, that is sufficient to allow a person familiar with Java to maintain and alter the SOFTWARE SOLUTION.

VI. OTHER REQUIREMENTS

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.

VII. EVALUATION AND CONTRACT

1. EVALUATION

Each response to this RFP will be evaluated based on the following factors:

Points	Criteria
60	The extent to which the SOFTWARE SOLUTION meets the specifications described in this RFP and provides the best value and the highest benefit to the LFA.
20	Overall cost of the SOFTWARE SOLUTION (including, but not limited to, the cost of software, hardware, other equipment, service, maintenance, installation, and training) and ongoing use of the SOFTWARE SOLUTION.
20	The qualifications, experience, and service records of the responder in providing software solutions that are similar to the SOFTWARE SOLUTION described in this RFP.

2. TYPE OF SOFTWARE SOLUTION

The LFA will evaluate the responses for a hosted SOFTWARE SOLUTION against the other responses for a hosted SOFTWARE SOLUTION only. The LFA will evaluate the responses for a non-hosted SOFTWARE SOLUTION against the other responses for a non-hosted SOFTWARE SOLUTION only. The LFA will then decide whether a hosted or non-hosted SOFTWARE SOLUTION provides the best value and highest benefit to the LFA and reserves the right to award a contract without comparing the scores of a hosted SOFTWARE SOLUTION to the scores of a non-hosted SOFTWARE SOLUTION.

3. The evaluation committee will evaluate each of the responsible and responsive responses received and will award the contract to the responder who will provide the best value and highest benefit to the LFA within the type (i.e. hosted or non-hosted) of SOFTWARE SOLUTION that the evaluation committee determines will provide the best value and highest benefit to the the LFA.

4. CONTRACT

- a. The contract will be awarded by a selection committee appointed by the LFA.

- b. The successful responder will be required to enter into a contract containing the terms and conditions described in this RFP, including those described in Attachment "6".

VIII. DEBARMENT

The responder certifies 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.

IX. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to tvaughn@le.utah.gov on or before July 6, 2012 at 1:00 p.m. (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.

X. ADDENDA

1. All addenda to this RFP 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 to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to:

tvaughn@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 LFA's decision regarding the protected status of information shall be final and binding on the responder. Each responder will 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.

XII. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

1. A responder may modify or withdraw the responder's response to this RFP at any time before the closing date and time of this RFP by providing a written modification or a written statement, withdrawing the proposal, to the RFP contact. Except as it relates to permissible modifications included in best and final offers, modifications or letters of withdrawal received by the RFP contact after the closing date and time for this RFP will be rejected as invalid. Except as it relates to permissible modifications included in best and final offers, the version of a response to this RFP, as it exists at the closing date and time of this RFP, will be binding on the responder.
2. As it relates to best and final offers, a responder who is a finalist may modify the responder's original offer or best and final offer at any time before the closing date and time for best and final offers (except that a responder may not submit a best and final offer that is less advantageous to the LFA than the responder's original offer) by providing a written modification or a written statement modifying the proposal to the RFP contact. Modifications by a responder who is a finalist that are received by the RFP contact after the closing date and time for best and final offers will be rejected as invalid. The latest valid and timely version of an offer by a responder who is a finalist 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, but not limited to, preparing, submitting, and presenting a response, attending meetings in relation to this RFP, product demonstrations, and all travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE 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, but not limited to, 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 for any costs incurred by a responder relating to contract negotiations.

3. Responder will not bill the LEGISLATURE for any expense that was incurred prior to the time that the contract is signed by all parties.

XIV. RESPONSE AWARD AND CRITERIA

1. A selection committee established by the LFA will evaluate each response submitted in response to this RFP. The selection committee or its agents may participate in discussions.
2. The contract will be awarded by the LFA (based on the evaluation criteria described in Section VII of this RFP) to the responsible and responsive responder who the evaluation committee determines will provide the best value to, and provide the highest benefit to, the LFA.

XV. MISCELLANEOUS RESERVATION OF RIGHTS

The LFA reserves the right to not 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 a similar SOFTWARE SOLUTION. The LFA reserves the right to reject and not consider any responses submitted in response to this RFP that are not responsible and responsive or that do not strictly comply with the requirements of this RFP or with the requirements of law.

XVI. RESTRICTIONS ON PUBLICITY

A successful responder may not, without the prior written approval of the LFA, 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.

XVII. DEVIATIONS AND EXCEPTIONS

The responder shall describe, in writing, any deviations or exceptions from the requirements, terms, and conditions of this RFP. This description shall be in a separate document that is attached to the response and is signed by the responder or the responder's authorized agent. In the absence of such a document, 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.

XVIII. GOVERNING LAW

This RFP is subject to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6, Utah Procurement Code.

FISCAL NOTE

H.B. 14

SHORT TITLE: Civil Commitment Amendments

SPONSOR: Daw, B.

2012 GENERAL SESSION

STATE GOVERNMENT (UCA 36-12-13(2)(b))

Enacting this bill will cost the Utah State Hospital \$100,000 ongoing from the General Fund for additional treatment and supervision costs in FY 2013 and \$200,000 ongoing from the General Fund for FY 2014.

STATE BUDGET DETAIL TABLE

	FY 2012	FY 2013	FY 2014
Revenue	\$0	\$0	\$0
Expenditure:			
General Fund	\$0	\$200,000	\$200,000
General Fund, One-Time	\$0	(\$100,000)	\$0
Total Expenditure	\$0	\$100,000	\$200,000
Net Impact, All Funds (Rev.-Exp.)	\$0	(\$100,000)	(\$200,000)
Net Impact, General/Education Funds	\$0	(\$100,000)	(\$200,000)

LOCAL GOVERNMENTS (UCA 36-12-13(2)(c))

Enactment of this bill will cost local county government and local mental health centers \$11,500 ongoing for additional treatment costs beginning in FY 2014.

DIRECT EXPENDITURES BY UTAH RESIDENTS AND BUSINESSES (UCA 36-12-13(2)(d))

Enactment of this bill likely will not result in direct, measurable expenditures by Utah residents or businesses.

**AGENCY ESTIMATE
OF THE FISCAL IMPACT OF IMPLEMENTING
Bill Number 2012 General Session**

Bill Title

Sponsor: Rep. Rebecca Chavez-Houck
 Agency Contact: John Nixon
 Agency: Governor's Office of Planning & Budget

Lead Analyst: Patrick Lee
 Title: Director
 Office: 801-555-1212 Cell: 801-555-1212

A. Short Form (For bills that have no impact on the state, local governments, businesses, or individuals.)

If you can check all five boxes to the right, you're almost done. If the bill obviously doesn't have an impact, you're done.

- State agencies will not require an appropriation to implement the bill.
- There is no fiscal impact on local governments.
- There is no fiscal impact on businesses
- There is no fiscal impact on individuals.
- The bill will not affect revenues.

If it isn't so obvious, explain what's going on. The most usual explanation is the codification of existing practices.

If necessary, explain why this bill has no fiscal impact.

Attachments welcome.

B. What parts of the bill cause fiscal impact?

Cite specific sections or line numbers.

C. Which program gets the appropriation?

Enter 3 letter Appropriation Unit Code.

For multiple appropriations

This is of

D. Work Notes: Assumptions, calculations & what are we buying?

Explain the fiscal impact in plain English, detailing your assumptions, methods, & calculations.

List all direct costs. Identify one-time and ongoing costs. Detail FTE impacts.

Do not say, "\$50,000 in Current Expense." Be very specific about what this \$50,000 will buy.

Attachments encouraged.

E. REVENUES

Select Fund	Current Budget Year FY 2012	Coming Budget Year FY 2013	Future Budget Year FY 2014
Total	<u>0</u>	<u>0</u>	<u>0</u>

F. COSTS by FUND

Select Fund	Current Budget Year FY 2012	Coming Budget Year FY 2013	Future Budget Year FY 2014
Total	<u>0</u>	<u>0</u>	<u>0</u>

G. COSTS by EXPENDITURE CATEGORY.

Expenses by Category	Current Budget Year FY 2012	Coming Budget Year FY 2013	Future Budget Year FY 2014
Personal Services			
Travel			
Current Expense			
DP Current Expense			
DP Capital Outlay			
Capital Outlay			
Other/Pass Thru			
Total	<u>0</u>	<u>0</u>	<u>0</u>

H. Non-State Impacts

Your estimate of how will the bill affect:

Local Governments

Businesses

Individuals

Attachments welcome.

AGENCY PERFORMANCE NOTE FORM

BILL: H.B. 66, Deferred Deposit Lending Amendments, Rep. B. Daw

Joint Rule 4-2-404 requires a Performance Review Note anytime the legislature significantly increases funding for: New agency New services or benefits Serving a new or larger population

DUE TO THE FISCAL ANALYST:

CONTACT INFORMATION

RESPONDENT: MICHAEL JONES	Title: Chief Examiner	Agency: Financial Institutions
Cell: 801-580-7075	Office: 801-538-8836	e-mail: mjones@utah.gov
AUTHOR: MICHAEL JONES	Title: Chief Examiner	Agency: Financial Institutions
Cell: 801-580-7075	Office: 801-538-8836	e-mail: mjones@utah.gov

HOW WILL THE PUBLIC BENEFIT?

1a What are the public benefits or goals of the new or expanded program?

The "Deferred Deposit Lending Database Program" creates a software database program which will track everyone who obtains a deferred deposit loan from a lender who is registered with the Department of Financial Institutions. On a real-time basis, lenders will report to the database when a borrower obtains a loan and how much the loan was for. Before extending any credit, lenders will be required to query the database to determine if a borrower is ineligible to obtain a deferred deposit loan. Anyone who has \$500 or more outstanding in deferred deposit loans, is ineligible to receive any additional credit. The database will limit individuals from having more than \$500 in deferred deposit loans, thus restricting those who get into financial difficulties through the use of these types of loans from having more than \$500 outstanding. Those individuals who are ineligible for any additional deferred deposit loans will have to find some other source of credit if they need to borrow more money.

1b What products or services will the agency provide to achieve the public benefits?

Financial Institutions is responsible for administering the database, making it available to deferred deposit lenders on a real-time basis so that they can query to determine a borrower's ineligibility and to enable them to submit accurate and timely information to the database. The Department is authorized to contract with a third party to establish and maintain the database, provided that they are able to operate the database in compliance with the statutory requirements. A third party under contract would be a designated agent of the Department. The Department, however, is still responsible for investigating violations of and enforcing compliance with the database's purpose and requirements. The Department's annual examination of deferred deposit lender's locations will be expanded to ensure that queries are properly being made, accurate information is being submitted, and that loans are not be extended to ineligible borrowers.

1c How do the proposed agency activities cause the public benefit outcomes listed in *1a*.

The Department will oversee operations of the database. With the limited time allowed to establish the database, we will be looking to contract with someone who has database experience, who can develop and implement one quickly. Once deferred deposit lenders are able to begin making queries and submitting information, the Department will be able to access the database to determine that it's operating in accordance with the statute. In addition to procedures already completed during the examination of each physical location and each internet lender, procedures will be implemented to see that information is being properly submitted, accurately stored, and accessible when queries are made. Examination procedures will also be needed to determine that queries are made to determine the ineligibility of a borrower and that credit is declined when the borrower is identified as being ineligible. Separate examination procedures will need to be developed to examine the database provider for adherence to applicable laws and regulations.

2. PERFORMANCE MEASURES:

How will managers and policymakers know if the new or expanded program is contributing to the public benefit?

Goal (public benefit): Compliance with database query and submission requirements

Measure Title: Average Hours to Complete a Deferred Deposit Loan Examination

Description: Identify the average length, in hours, that examiners take to complete an examination of each deferred deposit lender's physical location or internet site.

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark: (in hours)		8.75	10.00	12.75	13.00
Baseline: (in hours)	7.44				

How will program managers collect this performance information and ensure its reliability?

Total hours spent performing deferred deposit loan examinations (per calendar year) divided by the number of physical deferred deposit lending locations and the number of internet deferred deposit

Goal (public benefit): Loan Roll-overs

Measure Title: Average Number of Days a Deferred Deposit Loan is Extended

Description: Identify the average number of days a deferred deposit loan was extended before it was paid in full.

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark: (in days)		33	30	28	26
Baseline: (in days)	37				

How will program managers collect this performance information and ensure its reliability?

From the operations statements filed with the annual registration, calculate the aggregate average number of days deferred deposit loans were extended before it was finally paid in full as reported by each deferred

Goal (public benefit):

Measure Title:

Description:

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark:					
Baseline:					

How will program managers collect this performance information and ensure its reliability?

PERFORMANCE NOTE: LEGISLATOR RESPONSE FORM

BILL:

funding for: New agency New services or benefits Serving a new or larger population

DUE TO THE FISCAL ANALYST:

CONTACT INFORMATION

RESPONDENT:

Title:

Agency:

Cell:

Office:

e-mail:

HOW WILL THE PUBLIC BENEFIT?

1 What is the purpose and the duties of the new program, agency, services, or population served? JR4-2-404(4)(c)(i)

[Empty response box for question 1]

2 What services are provided by the funding increase? JR4-2-404(4)(c)(ii)

[Empty response box for question 2]

3 What are the expected outcomes of the new or expanded program and how will the public benefit? JR4-2-404(4)(c)(iii)

[Empty response box for question 3]

4 How will the bill be implemented and what resources are available to achieve the expected outcomes? JR4-2-404(4)(c)(iv)

[Empty response box for question 4]

5 How will the proposed agency activities cause the expected outcomes and public benefit in 3?

[Empty response box for question 5]

2. PERFORMANCE MEASURES

What measures will managers and policymakers use to know if the new or expanded program is providing the expected outcomes and public benefits? Provide one, two, and three year goals or targets, actual results and measures if available to serve as a baseline, and outcomes.

Goal (public benefit):

Measure Title:

Description:

--

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark:					
Baseline:					

How will program managers collect this performance information and ensure its reliability?

--

Goal (public benefit):

Measure Title:

Description:

--

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark:					
Baseline:					

How will program managers collect this performance information and ensure its reliability?

--

Goal (public benefit):

Measure Title:

Description:

--

Fiscal Year:	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Target or Benchmark:					
Baseline:					

How will program managers collect this performance information and ensure its reliability?

--

Map for original bills

ATTACHMENT

1	Authentication		
2	Bills In Process		
3	Completed and sent to Analyst		
4	Bill identification		
5	Does this bill have <i>any</i> fiscal impact?	Yes	No
7	Indicate the entities that will have a fiscal impact:		
7a	State government agencies?	Yes	No
7b	State revenues?	Yes	No
7c	Local governments?	Yes	No
7d	Businesses?	Yes	No
7e	Individuals?	Yes	No
8	Explain the state impact in your own words.	24 Text Box	
9	Which lines of the bill cause fiscal impact?	22 Text Box	
10	Which line item(s) should get the fiscal note funding.	23 Approp Unit Codes	
11	Final check before submitting. Editing, approvals, comments text box, forwarding.		
12	Thank You		
13	Reports		

14 Text Box

Yes >7
No > Text Box > 12

15 Cost by fund table

16 Expenditure category table

Yes > Cost table > Expenditure table > Next yes in 7b to 7e

17 Revenue table

Yes > Revenue Table > Next yes in 7c to 7e

18 Text box

Yes > Text Box > Next yes in 7d to 7e

19 Text box

Yes > Text Box > Next yes in 7e

20 Text box

Yes > Text Box > 8

> Text Box > 9

> Text Box > 10

Go through 4--10 for each additional line item then > 11
Should be populated by FRAN according to Merrabah
>12

Map for Substitutes and Amendments

1	Authentication		
2	Bills In Process		
3	Completed and sent to Analyst		
4	Bill identification		
5	Does this substitute (or amendment) have the same fiscal impact as the previous version of the bill?	Yes	No
6	Does this bill have <i>any</i> fiscal impact?	Yes	No
7	Indicate the entities that will have a fiscal impact:		
7a	State government agencies?	Yes	No
7b	State revenues?	Yes	No
7c	Local governments?	Yes	No
7d	Businesses?	Yes	No
7e	Individuals?	Yes	No
8	Explain the state impact in your own words.	21. Text Box	
9	Which lines of the bill cause fiscal impact?	22. Text Box	
10	Which line item(s) should get the fiscal note funding.	23. Approp. Unit Codes	
11	Final check before submitting. Editing, approvals, comments text box, forwarding.		
12	Mark You		
13	Reports		

14. Text box

Yes > copy the previous answers into this form and say thanks.
No > 6 and treat it like a new bill.

Yes > 7
No > 11

15. Cost by fund table

16. Expenditure category table

Yes > Cost table > Expenditure table > Next yes in 7b to 7e

17. Revenue table

Yes > Revenue Table > Next yes in 7c to 7e

18. Text box

Yes > Text Box > Next yes in 7d to 7e

19. Text box

Yes > Text Box > Next yes in 7e

20. Text box

Yes > Text Box > 8

> Text Box > 9

> Text Box > 10

Go through 4--10 for each additional line item then > 11
Should be populated by FRAN according to Meribah

>12

Map for Performance Notes

i	Authentication	
ii	Bills In Process	
iii	Completed and sent to Analyst	
iv	Bill identification	
1	What is the purpose and the duties of the new program, agency, services, or population served?	> 
2	What services are provided by the funding increase?	> 
3	What are the expected outcomes of the new or expanded program and how will the public benefit?	> 
4	How will the bill be implemented and what resources are available to achieve the expected outcomes?	> 
5	How will the proposed agency activities cause the expected outcomes and public benefit in three?	> 
v	Final check before submitting. Editing, approvals, comments text box, forwarding.	
vi	<i>Thank You</i>	
vii	Reports	

Performance notes are not edited, analyzed, or changed in any way by the analyst. We collect them and send them to the sponsor.

Later in the process they are made into a pdf and posted on the legislative web site.

Legislative Fiscal Analyst

Authentication

1

Knock, knock

Authentication screen

Name

Goto bills in process

Password

Go

Legislative Fiscal Analyst

Bills in Process

2

Fiscal note "to do" list

Agency home screen

Bill #	Short title	Elapsed Time
H. B. 125	Groundwater Management Plan	57 hours 43 minutes

Double click on the bill number to go to that bill.

Back

Next

Legislative Fiscal Analyst

These are all the bills processed by this person.

Bills sent to Analyst

3

Done & done

Regular bills responses

Bill #	Short title	Elapsed Time	Sponsor
H. B. 125	Groundwater Management Plan	57 hrs 43 min	Rep. Webster

Average Processing Time 26.2 Hours

Performance note responses

Bill #	Short title	Elapsed Time	Sponsor
H. B. 125	Groundwater Management Plan	57 hrs 43 min	Rep. Webster

Average Processing Time 26.2 Hours

Request for Information

Identification

The Legislature is about to consider the bill below and asks for your help in determining the fiscal impact on the state, local governments, businesses and individuals.

Please respond within 24 hours so that we can comply with Legislative rules

Bill	H.B. 25
Short Title	Groundwater Management Plan
Sponsor	Rep. Webster
Agency	State Board of Education
Agency Contact	<u>Steve Swell</u>
Contact Title	CFO
Office phone	801.555.1212
Cell #	801.555.000
Lead Analyst	Tom Leishman
Office phone	801.326.xxx
Cell #	801.647.xxx

Links

[Bill](#)

[Comparison](#)

Here the different colored fonts show the ones that are available.

[Previous Year's Bill](#)

[Amendment](#)

[Performance Note](#)

[Bill Status \(Legislative Web Site\)](#)

[Legislative web site](#)

Linked materials display in a new window.

The program is designed so that your response to the current question determines what comes next.

Next

Goto screen 2

H.B. 5, Groundwater Management Plan

5

Checking for fiscal impact.

Will enacting this bill have *any* fiscal impact?

Yes

No

Yes > 4, No > 3

H.B. 5, Groundwater Management Plan

6

Comments

Optional* Would you like to explain your answer?

H.B. 5, Groundwater Management Plan

Checking for fiscal impact.

Which of these will be impacted by the bill?

Your agency	Yes	No	Yes > 5
State revenues	Yes	No	Yes > 6
Local governments	Yes	No	Yes > 7
Businesses	Yes	No	Yes > 8
Individuals	Yes	No	Yes > 9

At "Next" goto the table associated with each "Yes" .

Next

H.B. 5, Groundwater Management Plan

Checking for fiscal impact.

Expenditures	Current FY	Year +1	Year +2
Fund	FY 2013	FY 2014	FY 2015
Fund name 1			
Fund name 2			
Fund name 3			
Fund name 4			
Fund name 5			
Total			

Categories	Current FY	Year +1	Year +2
Personal Services			
Travel			
Current Expense			
DP Current Expense			
DP Capital Outlay			
Capital Outlay			
Other/Pass Thru			
Total			

Next

Notes:

Dates: Software populates fiscal years according to the current fiscal year. Fiscal years begin on July 1 and run to June 30.

Fund names: Taken from Meribah database. They are the line item's current year. Some bill create a new fund and that capacity needs to be build into the software.

Categories: These haven't changed in years.

H.B. 5, Groundwater Management Plan

9

Will the bill have a fiscal impact on state revenues?

Expenditures	Current FY	Year +1	Year +2
Fund	FY 2013	FY 2014	FY 2015
Fund name 1			
Fund name 2			
Fund name 3			
Fund name 4			
Fund name 5			
Total			

Next

H.B. 5, Groundwater Management Plan

10

Local Governments

Explain local government fiscal impacts:

Done

Businesses

Explain business fiscal impacts:

[Empty text box for business fiscal impacts]

Done

Individuals

Explain individual impacts:

[Empty text box for individual impacts]

Done

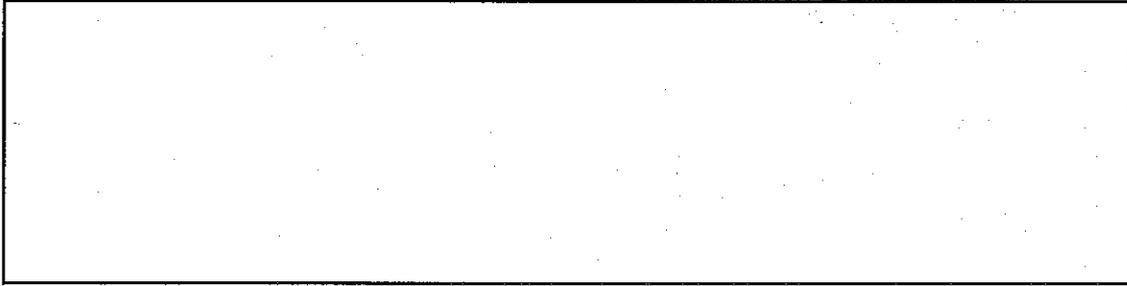
H.B. 5, Groundwater Management Plan

13

In your own words:

Explain the fiscal impact. Detail your assumptions, methods, and calculations.

Focus on direct costs and identify one-time and ongoing costs. Detail FTE impacts.



Goto screen 11

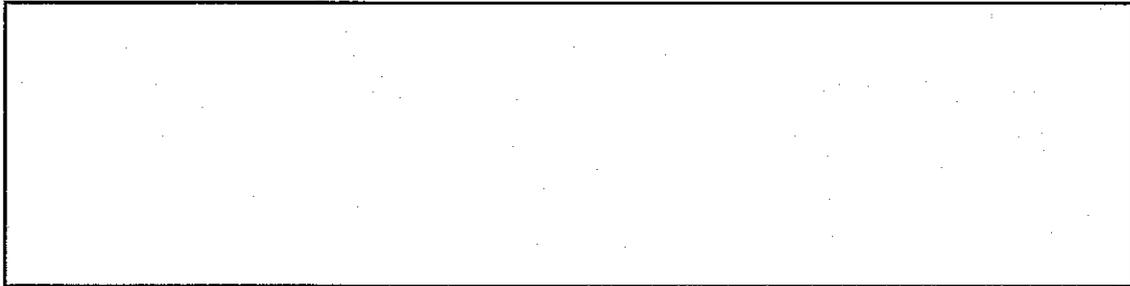
Done

H.B. 5, Groundwater Management Plan

14

Show me where it hurts.

By line number, which parts of the bill cause fiscal impact?



Go to screen 12

Done

Who should I write the check to?

For each "Yes" beyond the original fill out the tables on Screen 5.

If a fiscal note is approved, which line item gets the funding?

3 letter Appropriation Unit Code 1	Yes	No
3 letter Appropriation Unit Code 2	Yes	No
3 letter Appropriation Unit Code 3	Yes	No
3 letter Appropriation Unit Code 4	Yes	No
3 letter Appropriation Unit Code 5	Yes	No

From Meribah list all the names and appropriation unit codes for this agency.

Done

Check, check, and double check.

- Check the finished form and edit.
- Print a copy of your response
- Save as
- Forward to
- Internal approval
- Internal comments

- Send to Analyst
- Send to GOPB

Go to Thank You screen

Done

Thanks for your help.

Next fiscal note

Close

ATTACHMENT "6"
Standard Contract Terms and Conditions
Utah State Legislature

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

1. TERMINATION

This AGREEMENT may be terminated for cause by either party in advance of the specified termination date, upon written notice of default being given by the other party. The party in violation will be given ten (10) 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. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

Nonperformance by CONTRACTOR of a duty under this AGREEMENT or a material breach by CONTRACTOR of any term or condition of this AGREEMENT constitutes cause for the LEGISLATURE to declare CONTRACTOR in breach of the AGREEMENT. In the event of a breach by CONTRACTOR, LEGISLATURE will issue a written notice of default providing ten (10) working days in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the LEGISLATURE may do one or more of the following:

- 2.1 Exercise any remedy provided by law;
- 2.2 Terminate this AGREEMENT and any related AGREEMENTS or portions thereof;
- 2.3 Impose liquidated damages, if liquidated damages are provided for in this AGREEMENT; or
- 2.4 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR

3.1 CONTRACTOR is an independent contractor and 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 CONTRACTOR is solely responsible to pay for all of CONTRACTOR's materials, travel, and expenses and to pay each employee or subcontractor of CONTRACTOR all 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 CFR 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 responder's response to the RFP.

8. LOCAL WAREHOUSE AND DISTRIBUTION

CONTRACTOR will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments.

9. LAWS AND REGULATIONS

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

10. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR will release, 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.

11. HAZARDOUS CHEMICAL INFORMATION

CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to LEGISLATURE. All safety data sheets and labels will be in accordance with the requirements of law.

12. RECORDS ADMINISTRATION: CONTRACTOR will maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. These records will be retained by CONTRACTOR 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.

13. 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.

14. 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 the Office of Legislative Research and General Counsel within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

15. INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, indemnifies, and holds harmless 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.

16. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that 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, 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.

17. 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. LEGISLATURE may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

18. 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.

19. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by _____ (or such other person certified as having the authority to bind LEGISLATURE), 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.

20. 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.

21. 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.

22. 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.