



CONTRACT NUMBER: 23-SS-39	SUBRECIPIENT <input type="checkbox"/> YES <input type="checkbox"/> NO
	PERSONAL SERVICE <input type="checkbox"/> YES <input type="checkbox"/> NO

THIS AGREEMENT made by and entered into by and between the state of Washington, the Utilities and Transportation Commission, hereinafter referred to as “UTC,” and the party whose name appears below, hereinafter referred to as the “Contractor.”

CONTRACTOR:

Great Plains Institute

Address:

2801 21st Ave S, Suite 220

Minneapolis, MN 55407

Email: tdrake@gpisd.net

Contact: Trevor Drake

Phone: (612)767-7291

**IT IS MUTUALLY AGREED THAT:
SPECIAL TERMS AND CONDITIONS
PURPOSE**

The purpose of this Contract is to retain the services of an experienced performance-based regulation workshop facilitator to assist UTC in the facilitation of its Phase 1 workshops to gain stakeholder participation and consultation on the development of performance-based regulation policy. The UTC, under the authority of RCW 80.28.425, must develop a policy statement addressing alternatives to traditional cost of service rate making, including performance measures or goals, targets, performance incentives, and penalty mechanisms (performance-based regulation) and must allow for participation and consultation of stakeholders when developing such policy statement.

The UTC’s entry into this Contract is lawful and necessary to effectuate the legislature’s mandate within RCW 80.28.425. The UTC does not have sufficient staff to perform the services required by this Contract. The Contractor has extensive experience and expertise facilitating and specifically facilitating performance-based regulation stakeholder engagement, and expertise on energy-related topics that will support performance-based regulation.

SCOPE OF WORK

The Contractor shall provide the following services, and otherwise do things reasonably necessary for or incidental to the performance of work required herein, to support the UTC's required policy stakeholder engagement. Under this contract the Contractor will be providing the following necessary, key, and vital services to aid the UTC by facilitating stakeholder workshops:

- Meet regularly with UTC policy staff and the Regulatory Assistance Project (project partner) to advise on the overall stakeholder engagement process for the PBR proceeding.
- Review project background materials to be able to facilitate meetings knowledgeably, given the unique context for considering performance-based regulation in Washington.
- Assist with developing stakeholder workshop agendas that align to the overall process already developed by the Commission, including overall workshop goals, key questions to be discussed, and formats within the workshop to achieve the goals and address the key questions (*e.g.*, presentation sessions to build understanding, Q&A and discussion sessions, small group breakouts, etc.).
- Review stakeholder written comments to inform the development of stakeholder workshops and identify topics and issues for discussions in meetings.
- Facilitate stakeholder workshops, acting in a third party, neutral capacity and ensuring that all stakeholders have an equal and fair opportunity to provide input.
- Workshops will be held virtually to expand participation and reduce costs.
- Assist the UTC and project partner with identifying and recruiting perspectives that may be missing from the proceeding to ensure that the UTC is hearing from a broad mix of stakeholders.
- Record stakeholder workshop meeting notes and provide meeting notes to the UTC.
- OPTIONAL: Develop written summaries following each stakeholder workshop that summarize key themes, areas of consensus, areas of disagreement (and the different perspectives on those issues), and opportunities for further discussion or research.

Deliverables:

The Contractor, in cooperation with the UTC, will assist in providing these deliverables:

- Workshop agenda and discussion questions,
- Develop workshop discussion formats and facilitate workshops, and
- Provide facilitated workshops notes which includes stakeholders' discussion and feedback.

Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between UTC and the CONTRACTOR, and specific obligations of both parties.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from the date the contract is approved by the Department of Enterprise Services, or date of fully executed contract, whichever is later to March 31, 2023.

The following is the anticipated timeline of work:

Timeline	Start Date	End Date	Notes
Workshop 1: Process Kickoff	4/1/2022	4/31/2022	Meeting is 4/19/2022
Comment period 2: Goals, Outcomes, and Metric Principles	4/15/2022	6/15/2022	Estimated
Workshop 2: Discussion of Goals, Outcomes, and Metric Principles	6/15/2022	7/31/2022	Meeting is 7/25/2022
Comment period 3: Metrics	8/15/2022	10/15/2022	Estimated
Workshop 3: Discuss Metrics	10/15/2022	11/30/2022	Meeting is 11/7/2022
Policy statement	3/1/2023	3/31/2023	Exact date TBD

COMPENSATION AND PAYMENT

The UTC shall pay up to \$49,000 for the performance of tasks necessary for or incidental to the performance of these Contractor provided workshop facilitation services and an additional \$20,000 for the optional service of written summaries following each stakeholder workshop that summarize key themes, areas of consensus, areas of disagreement, and opportunities for further discussion or research. Total compensation for this contract is estimated to be Sixty-nine thousand dollars (\$69,000). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

The Contractor's compensation for services rendered shall be based on the following estimated budgeted breakdowns:

ITEM	BUDGET
Regular check-ins w/ UTC (bi-weekly for 13 months)	\$ 9,000
Process on-boarding (review documents)	\$ 5,000
Review written comments (2 comment periods)	\$ 9,000
Workshop agenda development (3 workshops)	\$ 7,000
Stakeholder workshop (full day)	\$ 13,000
Project management (per month)	\$ 6,000
TOTAL	\$ 49,000
<i>Optional adder: Travel & lodging costs per person, per meeting</i>	\$ 1,800
<i>Optional adder: Workshop summaries (3 workshops)</i>	\$ 20,000

The Contractor shall receive reimbursement for travel related to in-person workshops, however; these workshops are planned to be held virtual in order to maximize stakeholder participation. If workshops are held in-person and requires the Contractor to be in-person then maximum amount to be paid to the Contractor for authorized travel expenses shall not exceed \$1,800 per person, per meeting.

Such expenses may include but are not limited to: internet services, airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel.

The Contractor shall receive compensation for travel expenses at the State travel reimbursement rates in effect on the date the Contractor incurred the expense. To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when. Receipts must be attached to the invoices for reimbursement for all expenses except meals and mileage. Travel and other expenses identified in this section must be related to work directly performed under this Contract.

BILLING PROCEDURES

The UTC will pay CONTRACTOR, upon receipt of a properly completed invoice, which shall be submitted to the Contract Manager. The invoice shall describe and document to UTC's satisfaction a description of the work performed and associated fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expense in order to receive reimbursement.

Payment shall be considered timely if made by the UTC within thirty (30) days after receipt of a properly completed invoice. Payment shall be sent to the address designated by the CONTRACTOR.

The UTC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

The UTC shall make no payments in advance or in anticipation of services or travel to be provided under this contract.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

UTC Contract Manager:	Great Plains Institute Contract Manager:
Melissa Cheesman PO Box 47250 Olympia, WA 98504-7250 (360) 489-5270 melissa.cheesman@utc.wa.gov	Trevor Drake 2801 21st Ave S, Suite 220 Minneapolis, MN 55407 (612)767-7291 tdrake@gpisd.net
UTC Contract Administrator:	Great Plains Institute Contract Administrator:
Amy Andrews PO Box 47250 Olympia, WA 98504-7250 (360) 664-1228 Amy.Andrews@utc.wa.gov	Alissa Bemis 2801 21st Ave S, Suite 220 Minneapolis, MN 55407 (612)278-7175 abemis@gpisd.net

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$250,000. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$200,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall include the State of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give the UTC 30 days advance notice

of any insurance cancellation.

CONTRACTOR shall submit to the UTC within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section.

CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

UTC and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations (see Exhibit A).

ORDER OF PRECEDENCE

Exhibit A listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument.
- Exhibit A - General Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

The provisions of Chapter 39.26.140 RCW require this sole source contract to be filed with and approved by the Department of Enterprise Services (DES). The effective date of this contract is either upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later. This

contract shall be subject to the written approval of the UTC's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by all parties.

THIS CONTRACT, consisting of, 7 pages and 1 exhibit (totaling 15 pages), is executed by the persons signing below who warrant that they have the authority to execute the contract.

UTILITIES AND TRANSPORTATION
COMMISSION

GREAT PLAINS INSTITUTE

Amanda Maxwell
Executive Director

Rolf Nordstrom
President & CEO

Date: _____

Date: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Agency" shall mean the UTILITIES AND TRANSPORTATION COMMISSION, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Executive Director, UTILITIES AND TRANSPORTATION COMMISSION, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

ADVANCE PAYMENTS PROHIBITED – No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS – This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 – The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEYS' FEES – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY/ SAFEGUARDING OF INFORMATION – The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the

administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between UTC and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Office of Contracts Management which shall oversee the following Dispute Resolution Process: UTC shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; UTC's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.

The request for a dispute hearing must:

A party's request for a dispute resolution must:

- be in writing,

- state the disputed issues,
- state the relative positions of the parties,
- state the contractor's name, address, and his/her Commission contract number,
- be mailed to the UTC, 621 Woodland Square Loop, PO Box 47250, Olympia, WA 98504-7250 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue that they now dispute.

This dispute resolution process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.

GOVERNING LAW – This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION – Each party shall be responsible for and accept full liability for its own acts or omissions leading to the loss of or damage to any third-party. If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, it shall notify the other party immediately.

INDEPENDENT CAPACITY OF THE CONTRACTOR – The parties intend that an independent contractor relationship will be created by this contract. The Contractor and their employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold themselves out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an “employer” as defined in Title 51 RCW and shall maintain full compliance with Title 51 RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of Labor & Industries’ rights to collect from

the Contractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY – Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS – In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

NONDISCRIMINATION – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

PRIVACY – Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the contractor through this contract. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY – The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract that, in the Agency's judgment, "Agency" name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE – The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of two years following the date of final payment. At no additional cost, these records including materials generated under the contract shall be subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the two (2) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE – The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION – The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in

order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS – In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the “Termination for Convenience” clause, without the ten-day notice requirement, subject to renegotiation at the Agency’s discretion under those new funding limitations and conditions.

SEVERABILITY – The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY – While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency.

TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this Contract. This Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE – Except as otherwise provided in this contract,

the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective, date of termination.

TERMINATION PROCEDURES – Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agency determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent the Agency may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agency any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS –

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed, or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination, or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

WAIVER – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by the Agency and contractor.