

4. **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:** The federal government shall not be subject to any obligations or liabilities of any contractor, or any other person not a party to a Grant Agreement or Cooperative Agreement in connection with the performance of this Contract. Notwithstanding any concurrence or approval provided by the federal government of any solicitation, subagreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including the third party contractor.
  
5. **KEY PERSONNEL:** Certain, skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this Contract. These are defined as “Key Personnel” and are those persons whose resumes were submitted for approval as part of the technical proposal for evaluation. No substitutions may be made except in accordance with this clause.
  - a. The Contractor understands that no Key Personnel substitutions will be permitted unless these substitutions are unavoidable because of sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the VRE Contract Administration Manager and provide the information described in paragraph c. below.
  - b. The Contractor must submit to the VRE Contract Administration Manager all proposed substitutions, in writing, at least 15 days in advance and provide the information required by paragraph c. below.
  - c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the VRE Contract Administration Manager. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. VRE will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval. **Approval will not be unreasonably withheld.** If disapproved, the VRE may, in its sole discretion, permit the Contractor to promptly submit an alternate substitution.
  - d. The provisions of this clause shall be applicable to any subcontract which may be entered into.
  - e. In the event that any of the identified Key Personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default clause of the Contract.
  
6. **INSPECTION OF PROPOSALS:** The Virginia Freedom of Information Act, §2.2-3700 et seq. shall govern the release of public records related to the Contract. Trade secrets or proprietary information related to a procurement may not be subject to public disclosure, provided the requirements of §2.2-4342F VA Code Ann. are met.
  
7. **PROTEST OF AWARD:** A Contractor wishing to protest an award or a decision to award a Contract must submit the protest, in writing, to the VRE no later than ten (10) days after either the decision to award or the award, whichever occurs first. The protest must include the basis for