ATTACHMENT 0026 SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION EXERCISE CLAUSE (AFM III-EAST)

1. The Government reserves the right to exercise the options herein in accordance with its requirements for services and/or hardware provided under the option Contract Line Items Numbers (CLINs).

2. The Government may exercise the options by issuing a unilateral modification to the contract, executed by the Contracting Officer, specifying the CLIN(s) and dollar value of each option exercised.

3. In accordance with FAR 52.217-8, the Government may extend the performance of services of the contract by written notice to the Contractor. The Government may unilaterally exercise the option CLINs. The Government is not obligated to exercise any of the options.

4. In accordance with FAR 52.217-9, the Government may extend the term of the contract by written notice to the Contractor at any time prior to the expiration of the current period of performance. The Government may unilaterally exercise the option CLINs. The Government is not obligated to exercise any of the options.

5. The Government may exercise the options more than once during the option exercise period. Initial option exercise of CLINs during an option exercise period shall be at no less than the minimum quantity stated for the CLIN.

   a. Fixed Hourly Rates (T&M labor for MWO, LRC/CAB Passback/TSC/FMS).

      This section applies to CLINs 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, and 1910. The Government may exercise options for the above numbered line items at the prices/rates stated in the pricing template attached to the Request for Proposal (RFP) (Attachment 0017). Other than the stated ceiling price of TBD, this CLIN shall have no minimum, nor maximum limitations placed on the number of hours that can be exercised. The Government may exercise the options more than once during any option exercise period. Option exercise of the CLIN in any option exercise period will be at the rates listed in the pricing template RFP Attachment 0017. The period of performance for these CLINs shall be specified in the option exercise.

   b. Material & Non-Material and Travel (Support for T&M Labor)

      This section applies to CLINs 1011, 1111, 1211, 1311, 1411, 1511, 1611, 1711, 1811, and 1911 for Material & Non-Material; and CLINs 1012, 1112, 1212, 1312, 1412, 1512, 1612, 1712, 1812, and 1912 for Travel. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year. These CLINs shall have no minimum or maximum limitations.

   c. Housing Allowances (Support for T&M Labor)

      This section applies to CLINs 1013, 1113, 1213, 1313, 1413, 1513, 1613, 1713, 1813, and 1913. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year. These CLINs shall have no minimum or maximum limitations.

   d. Cost Plus Fixed Fee Level of Effort – Contingency Ops

This section applies to CLINs 1020, 1120, 1220, 1320, 1420, 1520, 1620, 1720, 1820, and 1920. The Government may exercise options for the above numbered line items at the prices/rates stated in Section B of the RFP. These CLINs shall have no minimum, nor maximum limitations placed on the number of hours that can be exercised in an option exercise period. The Government may exercise the options more than once during any option exercise period. The period of performance for these CLINs shall be specified in the option exercise. Also see section 6 (Level of Effort – Cost Plus Fixed Fee Term Option).

e. Material & Non-Material and Travel (Support for CPFF LOE – Contingency Ops)

This section applies to CLINs 1021, 1121, 1221, 1321, 1421, 1521, 1621, 1721, 1821, and 1921 for Material & Non-Material; and CLINs 1022, 1122, 1222, 1322, 1422, 1522, 1622, 1722, 1822, and 1922 for Travel. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year.

f. Housing Allowances (Support for CPFF LOE – Contingency Ops)

This section applies to CLINs 1023, 1123, 1223, 1323, 1423, 1523, 1623, 1723, 1823, and 1923. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year.

g. Service Contract Reporting

This section applies to CLINs 1030, 1130, 1230, 1330, 1430, 1530, 1630, 1730, 1830, and 1930. Option exercise of the Service Contract Reporting CLIN in any option exercise period will be at the price corresponding in Section B of the RFP. The Service Contract Reporting CLIN will be exercised only once in any given Ordering Period/Option Exercise Period. The option exercise shall state the required delivery schedule.

h. Transition In and Transition Out

This section applies to CLINs 1000, 1040, 1140, 1240, 1340, 1440, 1540, 1640, 1740, 1840, and 1940. Option exercise of the Transition In and Transition Out CLINs in any option exercise period will be at the price corresponding in Section B of the RFP. Each CLIN will be exercised only one time during the contract period. Subsequent option exercise would occur only if a break in performance occurred.

i. CDRL, DD Form 1423

This section applies to CLINs 1050, 1150, 1250, 1350, 1450, 1550, 1650, 1750, 1850, and 1950. Option exercise of the CDRL, DD Form 1423 CLIN in any option exercise period will be at the price corresponding in Section B of the RFP (NSP). The CDRL, DD Form 1423 CLIN for AFM-East will be exercised only once during the contract period (subsequent option exercise may occur if the option to extend services is exercised). The option exercise shall state the required delivery schedule.

j. Option to Extend Services

This section applies to CLINs 1960 (T&M labor for MWO, LRC/CAB Passback/TSC/FMS), 1961 (Mat/Non-Mat Support for T&M Labor), 1962 (Travel

Support for T&M Labor), 1963 (Housing Allowances for T&M Labor), 1970 (Contingency Ops Labor), 1971 (Mat/Non-Mat Support for Contingency Ops Labor), 1972 (Travel Support for Contingency Ops Labor), 1973 (Housing Allowances for Contingency Ops Labor), and 1980 (Transition-Out). To prevent a break in service until the follow-on competitive requirement is awarded, the Government may exercise options for the above numbered items at one-half of Option Year 9 in accordance with FAR 52.217-8.

6. Level of Effort (Cost Plus Fixed Fee Term Option)

a. The level of effort estimated to be ordered during the option period stated below includes man-hours of direct labor detailed below including authorized subcontractor labor, if any. The Contractor shall not, under any circumstances, exceed the ceiling price (cost plus fee) specified in this option.

b. FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded options. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

c. In the event that less than one hundred (100%) percent of the established level of effort hours of the term option is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort hours.

d. The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort hours the Contractor expects to incur under any term option in the next 60 days, when added to the level of effort previously expended in the performance of that option, will exceed seventy-five (75%) percent of the level of effort hours established for that option; or

(2) The level of effort hours required to perform a particular term option will be greater than the level of effort established for that option. As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort hours required to perform the option. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

e. Within thirty days after completion of the work under each term option, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the option, including the identification of the key employees utilized;

(1) The Contractor's estimate of the total allowable cost incurred under the task order; and

(2) In the case of a cost under run, the amount by which the estimated cost of the option may be reduced to recover excess funds.

f. If the expended level of effort hours of a term option exceeds the established level of effort hours by ten (10%) percent or less but does not exceed the estimated cost of the option; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort hours more than one hundred (100%) percent without complying with subsection (d) above. This understanding does not supersede or change subsection (d) above, whereby the Contractor and Government may agree on a change to the option level of effort with an equitable adjustment for both cost and fee.

7. Liability Provision:

The Government is not guaranteeing the procurement of any Options within this contract. Options included in this contract may be independently exercised unless otherwise specifically noted in the contract. Failure to exercise any option under this contract will not cause the Government to incur any additional obligation or liability for preceding Option Exercise Periods.

8. Options within this contract may be exercised at the prices established in Section B of the RFP to satisfy Army, Army National Guard (ARNG), Army Reserve (USAR), other Department of War (DoW) Agencies, other Government Agencies, and Foreign Military Sales (FMS) customers. Each option exercise shall state the required delivery schedule.

H-2 CONTRACTOR ORGANIZATION OF WORK

a. The Contractor shall submit to the Contracting Officer for review, all operating schedules, plans, procedures, and policies specified in the PWS. Submission shall be made prior to contract start date unless specified otherwise in the PWS, and implementation shall be on contract start date. The Contractor shall abide by the schedule, plans, policies, and procedures as reviewed. Any deviation shall be submitted to the Contracting Officer for review 30 days prior to the proposed implementation date.

b. Access Rosters. Not later than 15 days prior to contract start date, the Contractor shall provide to the Contracting Officer a roster of all key personnel. The roster shall include each employee's full name, identification card number, branch or section, and security clearance. Changes to rosters shall be provided to the Contracting Officer five workdays prior to a change of personnel.

c. Detailed Functional Organization Chart with Employee Name, Labor Category, Building and Telephone Numbers, traceable to CDRL A002 Contractor Personnel & Manning, to include key positions. Not later than 10 calendar days prior to the contract start date, the Contractor shall provide to the Contracting Officer an organization chart depicting the structure of his operation.

H-3 PROPERTY ACCOUNTABILITY

a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout contract performance.

b. In accordance with FAR 52.245-1, Government Property, Section I, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan shall be submitted to the Contracting Officer for approval within sixty (60) days of contract award.

c. In accounting for Government property in its possession, the Contractor shall comply with provisions of AR 710-2 and AR 58-1.

H-4 HOLIDAY REIMBURSEMENT

The hourly billing rates set forth in RFP Attachment 0017, AFM TM Labor Rate Tables includes an allowance for the holidays set forth below, and other similar events where the Contractor does not have access to base facilities. The Government will not be billed for these holidays when work is not actually performed. Therefore, where work on a holiday is approved by the Contracting Officer and performed, the Contractor shall be reimbursed at the rate as set forth in the contract. In the event a holiday occurs on a day which a Contractor does not normally work, the Contractor shall designate a normal workday consistent with the using activities observance of such holidays. Holidays in addition to those below that are designated by the using activity and are not provided for through the use of down days will be considered as billable days. The holidays are those celebrated for New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Alaska has an additional holiday, Good Friday.

H-5 CONTRACTOR TRANSPORTATION

a. When Contractor employees are in the Continental United States (CONUS) on temporary duty status, Government provided transportation may be authorized, provided it is specified in the contract and approved by the Contracting Officer. Government transportation shall be limited to the duration of the TDY in accordance with FAR 31.205-46, for period of performance and location. Use of transportation will be restricted for the conduct of official business and transportation of team personnel to worksite from quarters and return.

b. When Contractor employees are overseas, the Government may provide transportation to and from the work site, when authorized by the Contracting Officer, and to the extent set forth in the contract.

c. For purposes of this provision, Government provided transportation includes the use of Government-furnished vehicles, vehicle rental, or mileage reimbursement on a privately owned vehicle.

d. The Contractor shall be authorized an additional $0.10 per mile for transportation costs associated with hauling Government property by personally owned vehicle (POV) and/or reimbursement for cost of trailer rental when required and approved by Contracting Office.

H-6 EXPORT-CONTROLLED DATA RESTRICTIONS

a. For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person; and (b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

b. Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

c. Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data.

H-7 IMPROVEMENTS TO BUILDING OR LAND OWNED BY THE GOVERNMENT

The Contractor shall not construct or install any fixed improvement or structural alteration in Government buildings or other real property without advance written approval of the Contracting Officer. Fixed improvements or structural alterations, as used herein, mean any alteration or improvement in the nature of the building or other real property, which after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

H-8 ENVIRONMENTAL COMPLIANCE

1. The Contractor shall comply with the requirements of pertinent sections of the Clean Air Act (CAA) (42 U.S.C. 7414, as implemented by the Code of Federal Regulations (CFR)) and pertinent sections of the Clean Water Act (CWA) (33 U.S.C. 1318, as implemented by the CFR), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the CAA and section 308 of the CWA, and all regulations and guidelines issued to implement those acts before the award of this contract. The Contractor shall insert the substance of this clause into any nonexempt subcontract.

   a. The Contractor agrees to perform all aspects of the Performance Work Statement consistent with existing Federal, state, and local environmental statutes and regulations, including Department of War, Army regulations or

directives, and any relevant changes thereto. The Contractor acknowledges its affirmative duty to be aware of changes to relevant and applicable environmental statutes and regulations and the duty to bring to the attention of the Contracting Officer any changes necessary to assure complete environmental compliance regarding the mission described in the Performance Work Statement for this contract. Complete compliance with Federal, state and local environmental statutes and regulations as directed by the Contracting Officer shall be deemed to be a critical element of this contract.

b. The Contractor agrees to indemnify the Government of any environmental fine, penalty, or assessment that is brought against the Government as the direct or indirect result of the Contractor's acts or omissions relating to this contract incurred during the contract period. The Contractor may make an environmental assessment during the transition-in period. The Contracting Officer must be notified in writing of any environmental concerns prior to the period of performance under the contract. This notification will serve to establish the environmental baseline.

   A closeout baseline review resulting in a release of liability will be conducted by the Government as part of the contract close-out process. The Contractor will not be liable for the negligent acts or omissions of the Government or third parties that are beyond the control of the Contractor.

   The Contractor agrees to immediately notify the Contracting Officer and his/her authorized representative for environmental matters if regulators identify issues subject to potential enforcement procedures. Said notice shall include an offer to allow the Contracting Officer or his/her representative to participate in or observe any and all communications and negotiations.

c. The Contractor agrees to provide personnel at any time who, in the opinion of the Contracting Officer are necessary to assist the Government in the defense of any environmental fine, penalty assessment, sanction, notice of violation or other civil actions associated with the Performance Work Statement. The Contractor's cooperation in these actions shall be considered to be effort performed within the coverage of the contract Performance Work Statement. However, such does not authorize any cost to be a direct charge to the contract that would otherwise be an indirect charge under the Contractor's approved accounting system.

d. Notwithstanding any other provision of the contract, the Contractor's failure to perform the contract Performance Work Statement consistent with applicable Federal, state or local environmental laws or regulations shall serve as a complete and independent basis for default termination. Contractor indemnification of the Government shall not constitute an election of remedies that in any way waives or otherwise compromises the Government rights with regard to default termination.

2. The Contractor's environmental staff shall coordinate with and cooperate with the installation and higher headquarters environmental management and compliance personnel to ensure strict compliance with all Federal, state, and local laws and regulations and all Army and installation regulations and policies concerning environmental protection and compliance. The Contractor shall actively and continuously monitor all operations performed under this contract to ensure such compliance.

H-9 MARKINGS OF VEHICLES AND EQUIPMENT

Corporate markings are not permitted on Government-Furnished Equipment.

H-10 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

CPARS is a web-based system used to input data on Contractor performance. Once the data is input to the CPARS system, this data is then uploaded to the Past Performance Information Retrieval System (PPIRS) database and is made available for use in source selections. The Contractor's success with timely award and management of subcontracts, including whether the Contractor met or exceeded small business, small, disadvantaged business, small business HUBZone, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business participation and subcontracting goals will be assessed and documented in CPARS.

H-11 Army Contract Writing System (ACWS) Transition Information for Offerors

a. The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Solicitation.

b. During this transition period, Offerors are hereby advised:

(1) The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:

i. This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.

ii. If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.

iii. A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

(2) The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:

i. Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter

existing quote/proposal terms, or could affect Contract performance post-award.

ii. Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.

iii. Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

(3) The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.

(4) In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:

i. May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.

ii. Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.

iii. Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.

iv. Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

H-12 RATE CAP ON INDIRECT RATES FOR COST NO FEE CLINS

The contractor's indirect costs billed for cost no fee (CNF) CLINs outlined in Narrative H-1, Paragraphs 5(e) and 5 (f) shall be based on indirect rates not to exceed the proposed capped indirect rates detailed within the applicable cost/price template(s), RFP Attachments 0017 and 0018, Section J. The contractor shall not bill indirect costs based on rates higher than the applicable capped rates for any CNF CLIN.

Notwithstanding RFO FAR clause 52.216-7 entitled "Allowable Cost and Payment," and any other clause in the contract pertaining to accounting and cost reimbursement, the cost reimbursed by the Government to the contractor for indirect burdens/rates for the CNF CLINs under this contract shall not exceed the capped indirect rates. If the contractor’s actual indirect rates are less than the capped indirect rates, the Government shall reimburse the contractor at the actual rates. The final indirect rates shall be determined by the cognizant Defense Contract Audit Agency (DCAA).

H-13 DELIVERY AND ACCOUNTABLITY OF CONTRACTOR-ACQUIRED PROPERTY (CAP) CONVERTED TO GOVERNMENT-FURNISHED PROPERTY (GFP)

In accordance with (IAW) Performance Work Statement (PWS) paragraph 3.1.7.2.3, FAR 52.245-1(e), and DFARS PGI 245.402-71, the Contractor shall deliver Contractor-Acquired Property (CAP) that is subsequently converted to Government-Furnished Property (GFP) to the Government using a designated Not Separately Priced (NSP) Contract Line-Item Number (CLIN).

An NSP CLIN will be established upon contract award to ensure appropriate property accountability and reporting. The Contractor shall not separately price this CLIN. All allowable costs associated with acquiring CAP are considered fully burdened and accounted for under the applicable priced execution CLINs.

The Contracting Officer shall direct the delivery of CAP items to the Government on the designated NSP CLIN as soon as the CAP item is identified as an applicable CAP item that meets or exceeds the $250,000.00 dollar threshold.

H-14 ORGANIZATIONAL CONFLICT OF INTEREST

Offerors are hereby notified that performance under the contract resulting from this solicitation may give rise to a potential Organizational Conflict of Interest (OCI), as described in RFO FAR Subpart 9.5. It is the intention of the parties that the successful awardee will not engage in any contractual activities which could cause a conflict of interest with its position under the resultant contract which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of the resultant contract.

The successful Offeror shall enter into a written agreement with any firm whose proprietary data is used in connection with performance of the resultant contract to protect all proprietary information from unauthorized disclosure or use as long as it remains proprietary, to furnish the Contracting Officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it was furnished. The successful Offeror shall agree that any data furnished by the Government to the Contractor not generally available to other contractors shall be used only for performance under its contract, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Further, the successful Offeror shall agree not to reveal to third parties any data generated and/or reported to the Government in the performance of this effort. These restrictions are not intended to protect information furnished voluntarily without limitations on its use or availability to the U.S. Government or Contractor from other sources without restriction.

For the purpose of this clause, the terms "successful Offeror" and "Contractor" means the Contractor, its subsidiaries and affiliates, any joint venture involving the Contractor, any entity which the successor or assignee of the Contractor acting as a prime Contractor, subcontractor, or consultant to either the prime Contractor or subcontractor.

Furthermore, the parties agree that the successful Offeror shall ensure that this clause, "Organizational Conflict of Interest", is included in all subcontracts (changing identities of the

parties as appropriate), at any level necessary to meet the requirements of this clause.

The exclusionary provisions of this clause will be effective for the duration of any contract resulting from this RFP. The Contractor shall include the same exclusion in its subcontract agreements.