

PWS 12: CONTRACT TRANSITION (END OF CONTRACT) (INDIRECT)

1. GENERAL:

1.1. The Contractor recognizes that the services provided under this contract are vital to the Government and must be continued without interruption or impact to contractual delivery schedules, and that:

1.1.1. Upon contract expiration, a successor, either the Government or another Contractor, may continue them.

1.1.2. The Contractor agrees to exercise commercially reasonable efforts and cooperation to affect an orderly and efficient transition to a successor (either the Government or another Contractor) upon contract expiration, as further described in this PWS.

2. CONTRACT TRANSITION:

2.1. Furnish phase-in, phase-out activities for up to 365 days. The 365 days shall be for the final 365 days of the Contractor's period of performance, or such other date mutually agreed to in writing by the parties and approved by the PCO.

2.2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out activities required. Stated plan is subject to the PCO's approval, and shall identify the specific work activities required of the Contractor to support the successor's transition, and the dates by which such work must be accomplished. Transition Plan topics and related tasks may include items such as, but not limited to, the following:

- Proposed methodology of how shared resources shall be determined and how priority for use of the resources shall be determined.
- Commercially reasonable efforts and cooperation to affect an orderly and efficient start-up of the Successor's contract.
- Providing sufficient experienced personnel during the start-up period to ensure that the facility support operations are realized without interruption and without impact to Successor contractual delivery schedules or ongoing Modernization efforts.
- Provision of on-site office space, communications, and utilities for successor transition offices.
- Production of work-in-process. Plan should address how potentially different quality, TDP, and FAT requirements would be accommodated.
- Purchase or transfer of long lead time materials and other supplies.
- Access to personnel and personnel records whom have agreed in writing to allow access and transfer of their personnel records, as

permitted by law and regulation, and by the terms of any applicable collective bargaining agreement, and as further discussed below.

- Granting of non-interference access to operating areas by the Contractor to the Successor.
- Transfer/novation of licenses, permits, leases, and subcontracts; or support activities related to replacement of non-transferable instruments.
- Information regarding in-process Government-funded work that may necessarily be transferred to the Successor for completion.
- Retention and/or transfer of records, including technical data previously acquired by the Government and any technical data developed while the Contractor operates HSAAP using Government equipment.
- Intellectual Property/Technical Data: The Government expects that the Contractor shall fully share all the technical data required to produce explosives and components at HSAAP as well as operate HSAAP with the Successor, including all modernization/maintenance/operations processes, procedures, engineering specifications, plant protection standards, and records necessary to maintain those capabilities.
- How the transfer of documents and any records and manuals necessary for operations and maintenance of the plant shall be achieved.
- How the Contractor envisions negotiating in good faith with the Successor and the Government (if not the Successor) for the timely and cost-effective execution of work activities performed.