

3.8.2-11 Continuity of Services (February 2003)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) furnish phase-in training and

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires, and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

(End of clause)

PRESCRIPTION

Should be used in RFI/RFPs and contracts when the services under the contract are considered vital to the Government and must be continued without interruption and when upon contract expiration, a successor, either the Government or another contractor, may continue them; and the Government anticipates difficulties during the transition from one contractor to another or to the Government. (i.e. services or remote locations or requiring special security clearances).