

## **TRANSITION TASK ORDER STATEMENT OF WORK**

*Please note: This Transition Task Order will be awarded*

### **Scope**

The Contractor shall provide an orderly transition of all contract activities as identified in the FFRDC Statement of Work. The Contractor shall provide a transition team capable of providing all management, operations, logistics, and scientific expertise required to support the transition of all activities. The Contractor shall ensure that all transition activities are identified, executed and completed during the period of performance.

The Contractor shall furnish all the necessary services, qualified personnel, material, equipment and facilities not otherwise provided by the Government as needed to perform the following Transition Task Order Statement of Work.

Responsibilities of the incumbent contractor are detailed in Appendix 1, Continuity of Services Requirements of Incumbent Contractor (note: this is the current Continuity of Services article in the incumbent's contract). Any responsibilities of the Contractor identified in Appendix 1 shall be incorporated into the Contractor's transition activities.

### **Task Area 1 – Transition, Phase-In: (Months 1-3)**

1. In order to minimize impacts to the continuity of operations, a novation agreement shall be established between the incumbent contractor and the Contractor. Transition activities shall address the Contractor's assumption of the existing FFRDC contracts through a novation agreement.
2. The Contractor shall position the transition team in space provided by the Government.
3. The Contractor shall identify the quantity and mix of staff assigned to execute and manage the transition activities.
4. The Contractor shall, in accordance with Appendix 1, jointly prepare with the incumbent contractor a mutually agreeable plan for phase-in, phase-out operations to be delivered thirty (30) calendar days from task order award.

5. Within thirty (30) calendar days of task order award, the Contractor shall deliver a complete and detailed transition activities list and transition schedule with milestones.
6. The Contractor shall proactively identify risks, plan for the mitigation, avoidance, or transfer of risks, and actively monitor and resolve risks.
7. The Contractor shall effectively communicate in a timely fashion with all affected stakeholders throughout the period of performance for phase-in.
8. Within ninety (90) calendar days of task order award, the Contractor shall coordinate and execute, with the incumbent contractor, the complete transfer of all non-personnel resources, including but not limited to:
  - a) Equipment, property, leases, subcontracts, consultants, and all other agreements.
  - b) Technical, business, financial, administrative, and engineering manuals, user guides, documentation, studies, reports, patent applications, business records, standard operating procedures (SOPs), produced and paid for under the incumbent contract or acquired by the incumbent contractor from any predecessor contractor of this FFRDC. This requirement will cover both physical and electronic media.
  - c) Documentation, records, data, approaches, strategies, points of contact and systems including: business and financial records and data; scientific and other technical records and data; all business, financial, and technical systems.
9. Within ninety (90) calendar days of task order award, the Contractor shall ensure the orderly transfer of all employees, not designated as key personnel, from the incumbent contractor.
10. The Contractor shall deliver bi-weekly Task Area 1 Transition Status Reports that describes the activities completed during the reporting period, and the activities planned for the ensuing reporting period.
11. The Contractor shall deliver a Task Area 1 Final Report that includes a summation of the results of Task Area 1 ninety (90) calendar days after Task Order award.

**Task Area 2 – Transition, Evaluation: (Months 4-12)**

1. The Contractor shall conduct an organization-wide evaluation of Contractor operations, workforce, and programs/resources.
  - a. Evaluation of Operations. The Contractor shall conduct an evaluation of operations for appropriateness, efficiency, and necessity of, including but not limited to: operating practices and activities, standard operating procedures, policies, processes, and systems.
    - i. The Contractor shall submit a draft Operations Evaluation Report thirty (30) calendar days prior to the expiration date of the task order that details proposed modifications based on the evaluation of existing operations.
    - ii. Upon receipt of the draft report the Government will review and comment within fourteen (14) calendar days.
    - iii. Within fourteen (14) calendar days of receipt of the Government's comments the Contractor shall deliver and present the final Operations Evaluation Report for approval.
    - iv. The Contractor shall execute modifications based on the Government approved Operations Evaluation Report.
  - b. Evaluation of Workforce. The Contractor shall conduct a workforce evaluation of existing Contractor staff for quality and expertise in consultation with stakeholders.
    - i. The Contractor shall submit a draft Workforce Evaluation Report thirty (30) calendar days prior to the expiration date of the task order that details proposed workforce restructure based on the evaluation of the existing workforce.
    - ii. Upon receipt of the draft report the Government will review and comment within fourteen (14) calendar days.
    - iii. Within fourteen (14) calendar days of receipt of the Government's comments the Contractor shall deliver and present the final Workforce Evaluation Report for approval.



**Deliverables**

<b>Task Area 1</b>		
<b>Deliverable</b>	<b>Delivery Schedule</b>	<b>Deliver To</b>
Joint phase-in/phase-out plan	Thirty (30) calendar days after award	Contracting Officer, Contracting Officer's Representative
Transition activities list/schedule/milestones	Thirty (30) calendar days after award	Contracting Officer, Contracting Officer's Representative
Task Area 1 Transition Status Reports	Bi-weekly beginning fourteen (14) calendar days after award	Contracting Officer, Contracting Officer's Representative
Task Area 1 Final Report	Ninety (90) calendar days after task order award	Contracting Officer, Contracting Officer's Representative
<b>Task Area 2</b>		
<b>Deliverable</b>	<b>Delivery Schedule</b>	<b>Deliver To</b>
Task Area 2 Transition Status Reports	Monthly beginning thirty (30) calendar days after award	Contracting Officer, Contracting Officer's Representative
Draft Operations Evaluation Report	Thirty (30) calendar days prior to the expiration date of the task order	Contracting Officer, Contracting Officer's Representative
Final Operations Evaluation Report and Presentation	Fourteen (14) calendar days after receipt of Government comments on draft	Contracting Officer, Contracting Officer's Representative
Draft Workforce Evaluation Report	Thirty (30)calendar days prior to the expiration date of the task order	Contracting Officer, Contracting Officer's Representative
Final Workforce Evaluation Report and Presentation	Fourteen (14)calendar days after receipt of Government comments on draft	Contracting Officer, Contracting Officer's Representative
Draft Program/Resource	Thirty (30) days prior to the	Contracting Officer,

Evaluation Report	expiration date of the task order	Contracting Officer's Representative
Final Program/Resource Evaluation Report and Presentation	Fourteen (14) calendar days after receipt of Government comments on draft	Contracting Officer, Contracting Officer's Representative
Task Area 2 Final Report	On or before the task order expiration date	Contracting Officer, Contracting Officer's Representative

**Appendix**

- Appendix 1: Continuity of Services Requirements of Incumbent Contract

### **Appendix 1: Continuity of Services Requirements of Incumbent Contract**

- a. In recognition of the fact that the functions covered under this contract are in support of NCI programs, and require uninterrupted performance; that upon expiration of this contract, the services hereunder may be provided by a successor Contractor and any successor will require phase-in training; that the retention of personnel experienced in the work covered hereunder by any successor is important to the Government; and that a successor's ability to retain such personnel may be significantly enhanced if such personnel can remain without unreasonable loss of earned fringe benefits; the Contractor agrees as follows:
- (1) To provide, as an allowable cost, the necessary resources to complete those work items commenced during the period of this contract or any renewal thereof, which would not otherwise have been completed within such a period;
  - (2) To provide phase-in, phase-out services for a period not less than thirty (30) days, commencing the day after expiration of the contract, to the extent required by the Government, and expeditiously negotiate an equitable adjustment to the estimated cost of the contract for such services, to be provided by continuing the assignment of qualified personnel then currently assigned to the contract.
  - (3) The Contractor shall transfer to any successor Contractor(s) all accrued employment benefits, both vested and nonvested, and, where applicable and as discussed below, the funds accrued for those benefits and any personnel data for those incumbent employees who become employees of the successor Contractor. This transfer shall include, but not necessarily be limited to, all accrued sick leave, vacation, pension benefits, and other employee-related benefits and data as may be required to provide for the uninterrupted accrual and administration of the employees' personnel and fringe benefits program.

Vacation Benefits: The Contractor shall transfer funds to the successor Contractor(s) in an amount equal to the dollar value of the accrued vacation liability assumed by the successor Contractor(s).

Retirement Programs:

- a) In the event there is a successor Contractor: The successor Contractor shall adopt, as plan sponsor and employer, the OTS Contract Employee Savings Plan and the defined benefit Retirement Plan and the Leidos Biomedical 401(k) Plan (the "Plans"). The successor Contractor shall also assume sponsorship of the Plans' respective Trusts and assets. The successor Contractor *shall become*

*solely responsible for any and all obligations to participants in the Plans as a result of the transfer in total to the successor Contractor of assets and liabilities of the Plans*

In regard to Cost Accounting Standards (CAS), Sections 412 and 413, any CAS pre-payment credit shall be returned to the predecessor Contractor by the successor Contractor; and any amount the predecessor Contractor accumulated in accordance with 48 CFR 9904.412-50(a)(2) shall be payable by the predecessor Contractor to the successor Contractor in a timely manner. As described in Section 1116(f)(5) of the Tax Reform Act of 1986, Public Law 99-514, Special Rule for Qualified Offset Arrangements, the employer is the FNLCR.

The amount of pension liability shall be based on the most recent actuarial calculation completed by the plan actuary. The amount of the assets that shall be transferred by the Contractor to the successor Contractor shall equal the assets in the Plans' respective Trusts. The Government shall approve assets and liabilities as being properly calculated in compliance with applicable Cost Accounting Standards.

The Government shall include in any successor contract such terms and conditions as are needed to give this Article H.2.a.(3) full force and effect.

- b) In the event there is not a successor Plan Sponsor: At the end of this contract, if the contract is not extended or renewed and there is no successor contract or a successor Contractor is not required to assume Sponsorship of the Plans, or upon a "segment closing", a plan "termination" or a plan "curtailment," as these three terms are defined in Cost Accounting Standard 413, this Standard shall determine the requirements for measuring, assigning and, allocating pension costs. The Government and the Contractor acknowledge that as an FFRDC the Contractor has only one contract as its final cost objective; therefore, when the contractor is required to measure, assign and allocate an adjustment amount, the government's participation level is expected to be 100%.
- b. Furthermore, the parties recognize that due to the long-term nature of the FFRDC's research mission, there may be activities, including acquisitions, initiated under the current contract that will extend into the term of a successor contract. Examples of

these activities include: i) agreements such a Cooperative Research and Development Agreements (CRADAs), ii) subcontracts for alterations, renovations, and research support services, and iii) cGMP quality biopharmaceutical products manufactured under the current contract that will be used in clinical studies during the term of the successor contract. Accordingly, the following conditions will apply under this contract and will be included as a requirement in any Request for Proposal for a successor contract:

- (1) The phase-in support services referred to in this Article shall apply to the situations described above and other comparable OTS contract activities that will continue under a successor contract.
- (2) The successor contractor shall maintain a Medical Products Liability Insurance program that includes the predecessor Contractor as a named insured and provides a comparable level of coverage and protection as that which is in effect under the current OTS contract and meets the conditions or Article B.4.r., Product Liability Insurance and Licensing.
- (3) The successor OTS contractor shall assume responsibility for bringing acquisitions initiated by the predecessor Contractor to an orderly conclusion.

- c. Within thirty (30) days after contract award by the Government to a successor contractor, the current Contractor shall jointly prepare with said successor a mutually agreeable plan for phase-in, phase-out operations. The plan shall set forth in detail the training program for the successor with a proposed date by which the successor will assume responsibility for work performance. Prior to said date the current Contractor shall retain full responsibility for work performed. Upon request, this plan shall be submitted to the NCI Contracting Officer for approval.
- d. This plan shall include all NCI-Frederick employee payrolls, health benefits, pension plans, etc.
- e. The Contractor shall transfer to any successor Contractor(s) all internally and externally generated technical, business, financial, administrative, and engineering manuals, user guides, documentation, studies, reports, patent applications, business records, standard operating procedures (SOPs), produced and paid for under this Contract or acquired by the Contractor from any predecessor Contractor of this FFRDC. This requirement will cover both physical and electronic media. The Contractor also agrees to make all of the above available for review by the Contracting Officer upon request.