

7.3.5 Contract Closeout & Handback

Not less than 6 months before the end of the Contract, the Contractor, Consultant, DMAT'S Representative and the subsequent (new) Contractor shall repeat the preliminary asset condition survey. The results of this survey will serve as the outgoing Contractor's final asset condition report and the incoming Contractor's initial asset condition report. Assets in condition fail to meet the requirements of the Contract shall be repaired, replaced, or rectified at the Contractor's sole cost. The Contractor shall correct all such deficiencies prior to the issuance of the Final Acceptance Certificate and the release of any remaining bonds and/or guarantees.

The Contractor shall maintain all equipment such that a certificate of maintainability as described below can be provided. A 'Certificate of Maintainability' is required for all assets acquired and transferred under this contract. The Contractor shall issue the certification 60 working days prior to the expiration of the contract.

The certificate shall state that preventive maintenance in accordance with the specifications of the Contract has been performed and that the equipment is performing in accordance with the Contract's specifications such that a successor Contractor or contractor could assume maintenance of the equipment if such maintenance were assumed effective the date after the Contractor's performance ceases. The incumbent contractor is responsible for bearing all costs associated with obtaining such certification, including any repair or inspection charges referred to above, at no additional charge to the DMAT or to the successor contractor.

Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the DMAT for any reasonable costs incurred by the DMAT for bringing the equipment up to the required maintainable level.

If equipment is acquired under this contract without maintenance, the Contractor shall issue a Certificate of Maintainability for such equipment if requested by the DMAT / Consultant. The certificate shall list each item delivered by a component identification number, i.e. serial number, and state that the equipment is in such condition that the successor Contractor or contractor could assume maintenance of the equipment if such maintenance were assumed effective the date after the Contractor's performance ceases. All charges required to obtain the requisite performance of the equipment, shall be borne by the Contractor. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligations under this subparagraph.

No later than one year prior to the End Date, the Contractor shall prepare, in draft form, a comprehensive transition plan outlining the particulars of the transfer of all responsibilities and obligations in relation to the Services (the 'Completion Transition Plan') to the Subsequent Contractor, and shall submit the draft plan to the Consultant and DMAT'S Representative for review and approval, which approval shall not be unreasonably withheld. The Completion Transition Plan shall deal with both the transfer of the responsibilities and obligations related to the Services as well as the transfer of the inventory and Facilities to the Subsequent Contractor.

The Consultant and DMAT'S Representative may provide its comments or any amendments to the Completion Transition Plan no later than ten months prior to the End Date and the Contractor shall submit the final version of the Completion Transition Plan to the Consultant and DMAT'S Representative may no later than nine months prior to the End Date. The preparation and completion of the draft and final versions of the Completion Transition Plan shall form part of the Recurring Work Price.