

ATTACHMENT 10

**SPECIAL NOTICE  
GUARANTEE PERIOD SERVICES**

- A. Offerors are advised that this solicitation and any resulting contract contain Guarantee Period Services. The specifics of these services are listed in specification **SECTION 23 50 10**.
- B. A Service Contract Act Wage Determination has been included in the solicitation. Payment for employees performing work under that portion of any resulting contract shall be in accordance with the wage determination and/or any amendments thereto.
- C. Upon award of a contract, the contractor will be required to submit a schedule of costs/values with a cost breakdown of the branches of work. This breakdown will include a line item cost for the Guarantee Period Services portion of the contract for each system. The cost must state both the yearly total and the monthly total cost for the services. The cost must accurately reflect the current market rate for these services and must be approved by the Contracting Officer prior to the first progress payment being made.
- D. The original installer of the equipment shall be required to provide the Guarantee Period Service.
- E. Performance and Payment Bonds will be required in the amount of 100% of the contract price upon acceptance. The bonds must include coverage for the Guarantee Period Services portion of the contract. Upon completion of the actual construction, the value of the bonds may be adjusted downward for this portion of the contract, but must maintain enough bonding to cover this portion of the contract through the full five (5) years of service, following complete acceptance of the entire project.
- F. Requests for payment for the Guarantee Period Services are to be in the form of a certified invoice and may be invoiced monthly or quarterly in arrears. Payments will be made upon receipt and certification of the invoice in accordance with the appropriate payment clause.
- G. The contract will not be closed out until ALL Guarantee Period Services required have been provided. Please take note that the performance period (completion time) for the construction portion of the contract is 510 calendar days after receipt of notice to proceed.
- H. The term of the Guarantee Period Services commences “after completion and acceptance of the Combined Heat and Power project.”
- I. The following page(s) contain sample final payment/release documents.

(Sample) PARTIAL FINAL PAYMENT / RELEASE DOCUMENT

Partial Final Payment and Release of Claims to Contract No. \_\_\_\_\_, dated \_\_\_\_\_, for \_\_\_\_\_, at the Waco VA Medical Center.

1. For and in consideration of payments heretofore made for construction services, and payment of \$ \_\_\_\_\_ [state the final amount of the construction contract, subtracting out the money to be held for payment of the guarantee period services] for performance of the above contract, the undersigned hereby releases and discharges the United States of America from all existing and future liabilities, obligations and claims whatsoever under or arising out of said contract for construction services, except for the guarantee period services as set forth below, and the following [list all claims here; if none, so state]:
2. Upon payment of \$ \_\_\_\_\_ [fill in figure stated above] for construction services, all obligations of the contractor to perform further services and all obligations of the Government to make further payments shall cease with the exception of rights and liabilities associated with defects, guaranties, warranties, guarantee period services, or any excepted items as set forth above, relating to any activities or component parts furnished to the Government under the contract or agreement.
3. The Government agrees to pay the Contractor \$ \_\_\_\_\_ [state the total amount withheld for payment of the guarantee period services] for guarantee period services to be performed during the maintenance schedule. Payment will be made in arrears pursuant to the schedule noted below or in the contract, upon satisfactory performance and presentation of a properly executed invoice. Post contract guarantee period services shall commence upon acceptance of the installation of the warranted equipment by the Government as set forth in the contract.

(Sample) POST-CONSTRUCTION CONTRACT MAINTENANCE SCHEDULE

**SYSTEM / EQUIPMENT**

**RATE**

A. Engine Generator

60 months @ \_\_\_\_\_ per month

**SECTION 23 50 10**

Accepted on: \_\_\_\_\_

4. Upon payment of the last payment for each of the systems covered by guarantee period service all obligations of the contractor to perform further services and all obligations of the Government to make further payments shall cease with the exception of rights and liabilities associated with defects, guaranties, or warranties relating to any activities or component parts furnished to the Government under the contract or agreement.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date