SPECIAL NOTICE
GUARANTEE PERIOD SERVICES

A. Offerors are advised that this solicitation and any resulting contract contain guarantee period services. The requirements of these services are listed in specification sections **14 21 10** and **14 24 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. Elevator maintenance work must be performed by Certified Elevator Mechanics and Apprentices.

E. Performance and payment bonds will be required in the amount of 100% of the contract price upon award. 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 will be adjusted downward for this portion of the contract but must maintain enough bonding to cover this portion of the contract through the full 1 year of service, following complete acceptance of the entire construction 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 performance period (completion time) for the construction portion of the contract is 512 calendar days after issuance of the notice to proceed. However, the contract will not be closed out until ALL required guarantee period services have been provided.

H. The term of the guarantee period services commences after completion and acceptance of the Garland Elevator construction project.

I. The following pages contain a sample final payment/release document.

(Sample) PARTIAL FINAL PAYMENT / RELEASE DOCUMENT

Partial Final Payment and Release of Claims to Contract No. _____, dated _____, for _____, at the Garland 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. TRACTION ELEVATORS	12 months @ $_____ per month
B. HYDRAULIC ELEVATORS	12 months @ $_____ per month

Accepted on: _____

4. Upon payment of the last payment for each of the systems covered by guarantee period 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, or warranties relating to any activities or component parts furnished to the Government under the contract or agreement.

_____	_____
Contracting Officer	Contractor
_____	_____
Date	Date