

# REQUEST FOR QUALIFICATIONS Design Services



Small Business & Commercial Corridor Revitalization Program

**Issued by the:**  
Economic Development Corporation  
of the City of Detroit

**Issued on:**  
July 1, 2017

The Economic Development Corporation of the City of Detroit (“the EDC”) invites well-established from well-established licensed Architects and Engineering / Design firms experienced with design contracts to submit a Statement of Qualifications using the electronic submission form located here: <https://apply.motorcityre-store.com/submi/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form>

The following Parts and Attachments, together with any addendum subsequently issued in accordance with this Request, comprise the basis for the response.

- PART 0     ADVERTISEMENT
- PART I     GENERAL
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## PART 0 ADVERTISEMENT

### ADVERTISEMENT

**Request for Statements of Qualifications (RFQ)**  
**Architecture & Design Services**  
**MOTOR CITY RE-STORE**  
**Small Business & Commercial Corridor Revitalization Program**

The Economic Development Corporation of the City of Detroit (the "EDC") is soliciting the submission of Proposals from well-established licensed Architects and Engineering / Design firms experienced with design contracts to participate in the City of Detroit's Motor City Re-Store Program about exterior / facade improvements to existing commercial buildings and design education for Detroit's business districts.

The purpose of the Motor City Re-Store Program (MCR-S) is to improve the physical conditions of Detroit's commercial corridors to make neighborhoods more attractive, more walkable, and better for business. The program has two (2) tracks:

- Track 1: Architecture & Design
- Track 2: Construction

This RFQ applies to services for Track 1 ONLY. Submissions for Track 2 services will be requested in a separate RFQ.

It is the sole intent of this Request to *develop a list, valid for one year, of pre-qualified service providers*, who are interested and willing to work with up to 20 business each quarter awarded by the EDC to receive design services. Providers selected as a result of this RFQ may submit proposals for any number of these awarded businesses. The Motor City Re-Store business awardees and the EDC will review proposals and select a provider to contract with the EDC for design services for their business.

Inclusion on the list of providers does not ensure that a provider will be selected to contract for design services. If selected as a result of this RFQ, the service period will be one year. All interested service providers must re-apply one calendar year from the date of approval with MCR-S.

A copy of the documents comprising this RFQ will be available for download on the Motor City Re-Store website at [www.motorcityre-store.com](http://www.motorcityre-store.com), beginning on July 1, 2017 at 5:00 PM.

Due Date: **Tuesday, August 1, 2017 at 11:59PM EST**

Requesting Agency: The Economic Development Corporation of the City of Detroit  
500 Griswold St., Suite 2200  
Detroit, Michigan 48226

Contact: Orza A. Robertson, Project Manager (313) 237-6098

Responses are to be submitted electronically by completing this following response form: <https://apply.motorcityre-store.com/submit/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form>

A responsive Statement of Qualifications shall confirm the service provider's proven experience and financial capacity to deliver quality design services for renovating and improving existing commercial buildings in the Detroit metropolitan area. *If applicable*, the Statement of Qualifications may include the provider's capacity to work with small business owners to understand elements of design and how to engage in a design project with a professional designer to achieve mutually satisfactory outcomes.

## **PART I GENERAL**

### **A. PURPOSE & INTENT**

The purpose and goal of the City's Motor City Re-Store Program (the "Program") is to improve the physical conditions of existing occupied storefronts in order to beautify neighborhood commercial corridors.

It is the intent of EDC to identify well-established licensed Architects and Engineering / Design firms that are interested in participating in the Program as providers of design services.

Subsequently, the intent of this Request to *develop a list of pre-qualified service providers* who are interested and willing to bid on work for up to 20 businesses each quarter awarded by the EDC to receive design services. Providers selected as a result of this RFQ may submit proposals for any number of these awarded businesses. Motor City Re-Store awardees and EDC will review proposals and select a provider to contract with the EDC for design services for each business. Inclusion on the list of providers does not ensure that a provider will be selected to contract for design or design education services.

Community Development Block Grant ("CDBG") funds will be used to pay for a portion of this service. The CDBG funds have been provided to the EDC from the City of Detroit to fund the Motor City Re-Store program. These funds will be used for the Track 1: Architecture & Design and may be applied to pre-construction activities only including architectural and engineering documents. *No construction activities will be funded.*

It is the EDC's expectation that the Respondent will identify and have a firm commitment / relationship with a licensed architectural / engineering firm or individual experienced in adaptive reuse renovation of existing commercial buildings in Detroit to provide conceptual and construction documents necessary to obtain permits for the approved improvements requested by the Re-Store awardee (property owner or tenant) and to provide price assurance for Re-Store awardees as needed. This experience / relationship, and a sensitivity to cost, is desired to provide practical design services for a range of entrepreneurs who are expected to have limited funds for execution / construction.

### **B. SUBMISSION CONTENT**

1. Completion of online application: <https://apply.motorcityre-store.com/submit/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form>
2. Rate Sheet (upload to online application)

### **C. SELECTION OF PROVIDERS**

Criteria for selection of service providers will be based on qualifications, experience, capacity and ability to execute contract and compliance with federal regulations.

The responses received will be evaluated and ranked according to the following criteria:

Qualifications and Experience	45 Points
Capacity	45 Points
Minority and/or Women's Businesses	10 Points

### **D. SCOPE OF SERVICES & CONTRACTING RELATIONSHIPS**

1. Independent on-site evaluation of the condition of the Building / Property
2. Meet with the EDC and Building / Property Owner, and Business Owner (if different from Building Owner) to review and come to an agreement on the desired scope of building and site improvements.

**Eligible exterior improvements include the following:**

Façade Improvements

- Awnings and canopies
- Tuckpointing and masonry repair
- Repair, replace, or reconstruct significant architectural features
- Repair or preserve historical features
- Entryway, door, and window repair or replacement
- Window glazing – for insulation or security purpose
- Decorative and non-decorative painting – murals
- Visible Security and Safety measures
- See-through security measures
- Decorative parking bollards along street
- Utility or trash enclosures

Signage and Exterior Lighting

- Entryway and sign lighting
- Ground-level and overhead pathway lighting
- Window display lighting
- Energy efficiency fixture and bulb replacement
- Hand-painted or built signage

Parking Lot Repairs

- Repaving with pervious pavers
- Permeable pavers on pathways
- Ground level lighting
- Retaining walls surrounding lots – green walls using landscaping/vegetation

Landscaping, Storm Water Drainage and Other Improvements

- Bio-swales at sidewalk edge
- Repair and replace roof drainage systems – gutters and disconnecting downspouts
- Rain-barrels, rain gardens, planter boxes (in combination with disconnected downspouts), and bio-retention measures
- Landscaping features along sidewalks
- Patio installation
- Benches and outdoor seating
- Bike racks or other bike parking measures

3. Enter into the following contracts:

- A three-party contract with the EDC and MCR-S awardee will include:
  - Schematically design / engineer the full scope of the improvements for review and prepare the not to exceed cost of the construction.
- A two-party contract with the MCR-S awardee will include:
  - Preparation of construction documents incorporating the agreed upon schematic design / engineered improvements as required to obtain building permits and complete the building and tenant improvements.

**E. REQUESTING AGENCY**

Economic Development Corporation  
of the City of Detroit  
500 Griswold, Suite 2200  
Detroit, MI 48226  
Attn: Orza A. Robertson, Project Manager

## **F. RESPONSE DUE DATE AND TIME**

The EDC requests that responses to this Request be submitted electronically at: <https://apply.motorcityre-store.com/submit/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form> on or before the date and time identified in the Advertisement Part 0.

## **G. DELIVERY OF RESPONSES**

Responses must be submitted electronically at: <https://apply.motorcityre-store.com/submit/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form> before the Proposal Due Date and Time.

## **H. ADDITIONS TO THIS REQUEST**

Should the EDC make changes or additions to this Request, the Proposer will be directly notified via email and the online application platform, with an invitation to correct or update any revised Request documents.

## **I. RESPONSE FORMAT**

The Respondent is requested to respond electronically to this RFQ using the submission form located at: <https://apply.motorcityre-store.com/submit/2e311227-e9e8-4c72-bb0a-991d0d383293/motor-city-re-store-design-services-rfq-submission-form>

The electronic submission form will capture any additional information the Respondent deems beneficial to the EDC's understanding, evaluation and confidence in the Proposer's experience, capacity, financial & organizational strengths, available key personnel, and established capability to provide or subcontract for competent design services required to complete adaptive reuse modifications and tenant improvements to existing buildings including the design and engineering of creative concept solutions and preparation of complete permit-able construction documents. The EDC's intent is that the Respondent will be able to prepare and submit the Statement of Qualifications consistent with similar requests without a great amount of additional input.

## **J. RESPONSE PREPARATION COSTS**

The EDC requires that Respondents to this Request agree and acknowledge that submission of a Response to this Request is a voluntary action on the part of the Respondent and that the EDC will have no obligation for the costs incurred by any party in the preparation of a Response.

## **K. POST SUBMITTAL MEETING WITH EDC**

The EDC as part of this RFQ may request a meeting with the Respondent to review the Response and discuss the methods available for determining the costs needed for the design services.

## **L. PRE-QUALIFICATION**

The EDC shall evaluate and shall have the sole right to determine whether the qualifications for any respondent satisfy the requirements for participation in the program.

## **M. ADDITIONAL INFORMATION**

### **Insurance**

The Proposer, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, as more particularly described in the final contract, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Michigan.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract. The policies shall contain an agreement by the insurer that such policies shall not be

canceled or materially changed without at least thirty (30) days prior notice to the EDC. Such policies other than Workers' Compensation and Employers' Liability shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" as additional insureds, and shall state that the Proposer's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

- A. Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Proposer agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Proposer to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Proposer. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;
- B. If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured, the policy shall contain the following cross liability endorsement:  
  
"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."
- C. The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Proposer's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.
- D. Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Proposer. \*The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.
- E. Professional Liability insurance may be obtained on claims made basis, but the Proposer will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Proposer.
- F. Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Proposer.

In the event the subcontractors used by the Proposer do not have insurance, or do not meet the insurance limits, Proposer shall indemnify and hold harmless the EDC for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Proposer shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the EDC.

### **Indemnification / Hold Harmless Agreement**

Proposer shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the EDC under the contract or law, indemnify, defend, and hold harmless the EDC, the City, and their respective agents, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the Proposer or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the Proposer, or any of its subcontractors to perform its obligations, either implied or expressed, under this Agreement.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the EDC in enforcing this provision shall be borne by the Proposer.

### **No Collusion**

By submitting a proposal in response to this RFQ, the Proposer certifies the Proposer has not divulged to, discussed or compared the proposal with other Proposers and has not colluded with any other Proposers or competitive parties. Also, Proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, in connection with the competitive proposal:

All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for restricting competition as to any matter relating to such prices and/or cost data with any other Proposer or with any competitor.

No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Proposer, and will not knowingly be disclosed by the Proposer, to any competitor prior to the scheduled opening.

No attempt has been made or will be made by the Proposer to induce any other person or company to submit or not to submit a competitive proposal.

The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered.

No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for doing business.

### **Conflict of Interest**

The Proposer shall provide an affirmative statement that retention as Consultant to the EDC will not result in any conflict of interest or potential conflict with the EDC. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict.

### **Community Development Block Grant ("CDBG)**

1. In the event Federal funds are used to finance services to be performed under this Agreement in whole or in part, the service provider agrees to comply with the provisions of this Section.
2. The Contractor shall comply, and shall require all employees, subcontractors and consultants to comply, with all applicable assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 24 CFR Parts 85 and 570 and 2 CFR 200 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific CDBG regulations that must be adhered to include:

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3. Notwithstanding the provisions herein:

(a) Costs to be paid under this Agreement shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2CFR 400; and

(b) Payments under this Agreement are contingent upon the EDC's receipt of grant funds from the City; accordingly, the EDC reserves the right to delay payment until receipt of adequate funds from the City, without penalty or interest.

4. (a) Pursuant to 2 CFR 200.333, the Contractor shall maintain full and complete books, ledgers, journals, accounts, documents and records, and any other supporting data (collectively, "Records") in auditable form in accordance with generally accepted accounting practices, wherein are kept all entries reflecting all the Contractor's operations pursuant to this Agreement. The Records shall document all services performed under or pursuant to this Agreement and shall include all financial records associated therewith.

(b) Said Records shall be kept in sufficient detail by the Contractor's and its subcontractors, and the TA Provider shall provide to the EDC all data and information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for service close-out submissions to the City of Detroit or the U.S. Department of Housing and Urban Development.

(c) The Contractors shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under this Agreement by the EDC, P&DD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.

(d) All such required Records shall be maintained for three (3) years: (1) after the Contractor completes the Services to be completed pursuant to this Agreement, (2) after final payment under this Agreement, or (3) after all pending matters pursuant to or relating to this Agreement are closed, whichever comes later.

(e) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern.

5. The Contractor shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the TA Provider, and any subcontractor, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub awards at all tiers. If compensation to be paid to the TA Provider, as provided in 2 CFR Part 418.10, exceeds \$100,000, the Contractors shall submit to P&DD the Certification Regarding Lobbying, Exhibit C herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Exhibit D herein (the "Disclosure"). The Contractors shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification, and require that the language of the certification be included, in the award documents for any subcontracts.

6. (a) § 200.212 Suspension and debarment. Non-federal entities and Contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Contractors shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations, during any period of debarment, suspension, or placement in ineligibility status, or during any period during which the contractor or subcontractor or principal is proposed for debarment under 2 CFR 200.212 If during the term of this Agreement, the Contractor is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 200.212, the Professional Subcontractor shall immediately notify the EDC.



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(b) The Contractor shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion utilizing the form attached hereto as Exhibit E, and in conformance to the instructions thereon.

(c) The Contractor shall require all parties who occupy a position with the Contractor defined in 2 CFR 200.330(b) as a principal to submit said certification to the TA Provider, who in turn, shall submit said certification to the EDC. The Contractor shall require all parties who stand in a lower tier relationship to the Contractor to submit said certification to the Contractor, and the Contractor shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200

7. Conflict 2 CFR 200.318(c): A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a personal benefit from a firm considered for a contract.

8. Discrimination

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)

which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act of 1974, as

amended (42U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)

which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101)

which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Executive Order 11246, as amended by Executive Order 12086, and regulations in

41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor because of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interest of the United States.

## **PART II SAMPLE DOCUMENTS**

The following reference documents are attached as separate files.

- 1) Sample Design Bid Form
- 2) Sample Design Scope of Services