



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2000000131

Effective Date: 11/1/19

Record Date: 10/9/20

Expiration Date: 10/31/21

Procurement Folder: 221528

Document Description: Janitorial Service for OAG Frankfort

Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services

Version Number: 3

CONTACT INFORMATION

ISSUER:

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REASON FOR MODIFICATION

To renew for a one (1) year period (11/1/2020 - 10/31/2021) in accordance with the terms and conditions and written agreement of the vendor and includes a 2% price increase. No other changes have been made, documentation is on file with OPS.

VENDOR INFORMATION

Name /Address:

Contact:

KY0034459: ISS FACILITY SERVICES

DAN ZUBER

400 ANN STREET

502-223-1785

DAN.ZUBER@US.ISSWORLD.COM

FRANKFORT KY 40601

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	MO	\$3,135.750000	\$0.00			\$0.00

Janitorial Service for OAG

Extended Description:

Janitorial Service for OAG at 1024 Capital Center Drive.

Please see Section 2 for specifications.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	HOURL	\$20.150000	\$0.00			\$0.00

Cleaning/disinfecting for COVID-19 Virus.

Extended Description:

Extensive cleaning/disinfecting due to the COVID-19 outbreak. The extensive cleaning includes: door knobs, railings, vending machines, other items frequently used.

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**MASTER AGREEMENT
For
Janitorial Services for OAG**

**Between
The Commonwealth of Kentucky
Office of the Attorney General**

And

**ISS Facility Services
400 Ann Street
Frankfort, KY 40601
859-312-4469
dan.zuber@us.issworld.com**

**Section 1
Scope of Contract**

The Office of Procurement Services establishes this **Master Agreement** for: Janitorial Services

**Section 2
Specifications**

CLEANING SCHEDULE

The contractor may be required to submit a checklist to the building manager as determined by the agency.

Vendor must schedule a walk through meeting with the Office of the Attorney General prior to commencement of contract.

Daily Services (Monday-Friday)

Trash

Empty wastebaskets (preferably after lunchtime)

Place all trash in dumpster located in the north parking lot area (never leave it inside the building or place it beside the dumpster)

Note: Medicaid offices close at 4:30 and the Ricoh Document Center closes at 5:00 so trash must be emptied and office cleaned before that time.

Light Fixtures

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Check light fixtures and change bulbs, if needed

Water Fountains

Clean, polish and sanitize top pans of all water fountains

Restrooms

Sweep and mop all restroom floors (always display wet floor signs)

Clean and polish restroom mirrors

Clean and disinfect toilets and urinals, inside and outside

Clean and disinfect toilet seats on both sides

Clean and disinfect all basins and all bright work

Clean and disinfect handles on toilets and all doors (both sides)

Clean and disinfect walls of toilet stalls

Remove splash marks from walls around basins and urinals

Fill paper towel and toilet paper dispensers

Stock extra toilet paper and spill pads in cabinets

Fill soap dispensers, as needed

Break Room #124

Sweep and mop floor (always display wet floor signs)

Clean sink, counter top, microwave, wipe tables, chairs, dust

Fill paper towel dispenser

Stock a few rolls of large garbage bags for staff use on metal storage cart

Vacuum or sweep rug in front of sink

Reception Area

Vacuum floor

Clean glass doors and window

Conference Rooms (A, B, C and D)

Clean and wipe tables

Straighten chairs and tables

Empty trash

Vacuum, as needed

Weekly Services (Each Friday)

Spot clean all carpeted areas to remove spills and stains as soon as possible after occurrence. Follow stain removal tips for specific stains to avoid spreading

Vacuum the hallways and conference rooms

Remove dust in hard-to-reach areas such as tops of cabinets, baseboards, partitions, pictures, windowsills, handrails underside of stairwells, etc.

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Dust all flat surfaces of desks, tables, file cabinets, and credenzas without disturbing papers or personal effects

Dust common areas and copy machine area tables and shelves

Wipe beverage spills from the walls in Conference Room A, B, C and D, Room #166 and Break Room #124.

Deposit several gallons of water into restroom floor drains and mop sinks each week to prevent sewer gas odors

Check plastic and can recycle bins on both floors and bag up, if necessary, for later pick-up and put new bag in recycle bins

Bi-Weekly Services (Each Wednesday and Friday)

Clean, sweep and mop (always display wet floor signs) employee entrance stairwells, including the second floor landing and steps

Middle stairwell area to include the first floor area elevator and lobby

Clean handrails and underneath steps

Vacuum elevator and clean the stainless

Clean the glass doors at the main entrance and employee entrance, inside and out

Clean outdoors area near employee and main entrances

Empty garbage cans and reline

Sweep outside concrete area leading to doors

Collect debris in grassy areas bordering both entrances and clean glass doors

Vacuum all offices, unless employee instructs otherwise. For locked areas, OAG staff will need to be available and must be present for vacuuming. Vacuuming may be needed in addition to the twice-weekly service, in which case the contractor will be notified.

Quarterly Services

Wash all trash containers

Wash all windows and windowsills in the building on the inside. (Windows include offices and windows in stairwells)

Buff tile floor in the following area: Break Room #124.

Notify building manager when these tasks are scheduled to begin and upon completion.

Bi-Annual Services

Wash all ceiling light fixtures including those in the stairwells

Clean blinds

Damp clean ceiling vents

Clean baseboards

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Contractor will be required to perform these services within forty five (45) calendar days after the beginning of the contract. Notify building manager when these tasks are scheduled to begin and upon completion.

Carpet Cleaning

All carpet shall be professionally steam cleaned twice a year by the contract holder, including carpet in the elevator. Spray foam and damp mopping method is not acceptable. This service is to be included in the monthly janitorial rate that each vendor bids. The carpet will be cleaned within ninety (90) calendar days after the contract award date. The second cleaning will be scheduled approximately two hundred seventy (270) days after the contract award date. If the contract is renewed, after one year the carpet will be cleaned within ninety (90) days of the renewal date. The second cleaning will be scheduled approximately two hundred seventy (270) days after the contract renewal date. **Additional carpet cleaning, if necessary, may be figured at additional amount based on the price per square foot.**

Floors

Contractor will be required to strip and wax all floors twice a year. Prior to waxing, floors shall be thoroughly cleaned and swept to be free of all hair and dust. Contractor will be required to use three (3) coats of wax each time. All floors will be stripped and waxed within the first forty five (45) days after contract award date. The second cleaning will be scheduled approximately two hundred twenty five (225) days after the contract award date. If the contract is renewed, such floor cleaning is required approximately forty five (45) days and two hundred twenty five (225) days after the contract renewal date. Floor finish will be non-staining and shall provide a high degree of slip protection and shall meet specifications of the Underwriter's Laboratory.

Background Checks

The OAG has established a background check policy to insure a safe and secure environment for staff, equipment, data and evidence maintained at the facility. This policy applies to contractor employees, hired through third party staffing vendors that are intended to supplement the OAG workforce.

Contractor, at its expense, must approve a background check, conducted by the Office of the Attorney General for each of its employees, as well as for the employees of any subcontractors, who will provide services to the OAG or who will have access to any areas of the building. Contractor Employees, for the purpose of this requirement, include custodial services.

Background checks are to be conducted via a request to the Office of the Attorney General, Department for Criminal Investigation. The minimum background check process shall include, but not be limited to, the following checks:

Social Security Number (SSN) Trace;

Criminal Records (County and State Criminal Felony and Misdemeanor, National

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Criminal Database, Federal Criminal); and
National Sex Offender Registry.

The background check must be conducted prior to initial access by Contractor Employees. Contractor Employees, who separate employment from the Contractor, must undergo another background check prior to renewed access to the facility. Individual offices have a right to require more regular background checks of Contractor Employees and have the right to require that a Contractor provide background check results to them. Additionally, all Contractor Employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the facility manager within three (3) business days of the conviction or upon return to an OAG assignment. The conviction must be reported to the Contractor, the Contract Manager and the Department for Criminal Investigation. If reported to the Contractor, it is the Contractor's responsibility to notify the appropriate party within three (3) days of learning of the conviction. If at any time, it is discovered that any Contractor Employee has a criminal record that includes a felony or misdemeanor the Contractor is required to inform the OAG and the OAG will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties to determine whether the contractor employee will be placed on assignment. The OAG may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in the termination of its contract with the OAG.

Business Entity Background Check

In addition to individual employees, extensive background check will be performed by the OAG on the proposed contractor. Such investigation shall include, but is not limited to consumer protection complaints, actions caused by current or former employees while in the course of employment, tax records, or any relevant information pertaining to contractors' suitability to perform the services required. The OAG reserves the right to disqualify any potential contractor based on information contained in such investigation.

Inspections

Routine inspections of the entire facility will be made by the Agency. Deficiencies will be corrected within three (3) calendar days. If this schedule for correction is not met, a vendor complaint will be submitted to the Office of Procurement Services. Payment will also be withheld until problems are corrected.

Physical Appearance and Conduct

Employees are expected to come to work clean, neat and also wearing attire appropriate for the work environment.

Employees are expected to wear their identification badges while on duty. Badges are to be worn above the waist.

Employees are strictly prohibited from being under the influence of alcohol or controlled substances not prescribed by a physician.

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Employees who are not on duty should not be on the OAG premises, except for valid reasons.

Employees are expected to behave in a courteous and professional manner at all times.

State Agency's Responsibility

Agency shall provide secure storage space for the contractor's equipment and supplies.

Agency shall provide such light, water and electricity necessary to perform the required services. Contractor shall utilize prudent energy conservation practices.

Contractor's Responsibility

Contractor shall supply all can liners, toilet paper, hand towels, hand soaps, seat covers and any other disposable or consumable supplies.

Contractor shall be held responsible for performing satisfactory work in accordance with the intent of the specifications outlined herein.

Contractor shall be held responsible for any breakage, damage or loss incurred through the carelessness of its employees.

Contractor's employees will be subjected to an Agency criminal history background check. Any adverse information on an employee discovered during such background checks will make that employee ineligible to perform on this contract.

Prior to the commencement of the contract, the contractor will furnish the Office of the Attorney General with a list of all the proposed employee names, social security number, date of birth and phone number. The contractor is responsible for keeping this list updated with all personnel changes.

Contractor will post, in service closet, all rules and regulations governing its employees while in the building.

Supervisors

All supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least five (5) years of recent experience (within the past ten (10) years) in directing cleaning type operations in a supervisory capacity for buildings of the approximate size as building to be cleaned under this contract. A detailed resume containing the information specified below must be submitted to the Agency for approval prior to assignment of any supervisors to the contract. Both new and replacement supervisors must meet the following qualification standards:

Contractor is required to provide the full name of the proposed supervisor(s) and a detailed description of the previous five (5) years employment history of the proposed supervisor(s). The supervisor, once approved, may not be changed without prior approval of Agency, unless his employment is terminated by the Contractor. If terminated, the OAG shall be informed within three (3) days of separation.

Contractor's Employees

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Qualifications of other Contractor personnel: The personnel employed by the Contractor shall be capable of performing the services required and shall be trained and qualified in janitorial type work as herein stipulated. The building shall be fully staffed beginning the first day of work under the contract. The Contractor shall inform its employees about the building fire alarm systems. All employees shall be trained in the procedures to follow in the event of fire or other emergency including pulling of fire alarms when necessary.

Access to OAG Facility by Contractor/Guests

The subject building is a secure, controlled access facility, contractor is prohibited from allowing unauthorized access to anyone without approved employee status to enter or remain on the premises without going through normal check in and identification procedures through the main entrance and registration with the receptionist. Violation of this policy may result in immediate dismissal of the employee from contract performance and contract cancellation for breach of contract.

Keys

Keys are NOT to be duplicated. If keys are lost the contractor will be responsible for paying the total cost of obtaining keys and or re-keying the facility by contractor of the agency's choice. If keys are lost the contractor is NOT to have keys made. The contractor must contact the Agency.

Insurance

Vendor shall keep in effect at all times the following insurance coverage:

Vendor's general liability insurance in the amount of \$1,000,000.

Contractor's Public Liability Insurance for personal injury in the sum of \$50,000 and \$100,000.

Contractor's Public Liability Insurance for property damage in the sum of \$25,000.

Kentucky Worker's Compensation Insurance in accordance with the requirements of KRS 45A.480 and KRS Chapter 342.

Vendor must submit an ACCORD Certificate within ten (10) days of notice of award with the certificate holder listed as:

Office of the Attorney General
700 Capital Avenue
Room 34, Capital Building
Frankfort, KY 40601

Please submit a copy to the Commonwealth Buyer at:

Office of Procurement Services
Sheila Durham
702 Capital Ave, Room 095
Frankfort, KY 40601

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It shall be the contractor's responsibility to maintain this insurance coverage at all times, failure to do so shall result in cancellation of contract.

Section 3

Initial Contract Period

This contract shall be for the initial period of **one (1) year** from the date of award.

Section 4

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods**. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 5

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky: **Office of the Attorney General**

Extending the Contract Use to Other Agencies

The Office of Procurement Services reserves the right, with the consent of the vendor, to offer the Master Agreement resulting from this solicitation to other State agencies requiring the product(s) or service(s).

Section 6

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices.

Section 7

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The

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Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 8

Post Contract Agreements

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 9

Quantity Basis of Contract – Estimated Quantities

The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 10

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 11

FOB Basis of Shipment – Vendor Responsible

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Delivery shall be **F.O.B. Destination Freight Prepaid and Allowed**. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 12

Cancellation Clause – 30 Day Notice

The Commonwealth may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 13

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 14

Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 15

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 16

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Agreement between Parties

This contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this contract. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Section 17

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 18

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 19

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 20

Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

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Section 21

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 22

EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

Section 23

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 24

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 25

Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products

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or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 26

Provisions for Termination of the Contract

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 27

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract

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or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, 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, as amended, 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 administering 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 the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 28

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ALL PROVISIONS OF SOLICITATION (RFB 758 20000000138) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT.