

**APPLICATION AND PERMIT FOR THE ESTABLISHMENT OF A VENDING FACILITY ON FEDERAL PROPERTY AS AUTHORIZED BY THE RANDOLPH SHEPPARD ACT**

The \_\_\_\_\_ (designated State licensing agency, hereinafter referred to as “SLA”) of the State of \_\_\_\_\_, requests approval of the General Services Administration, the Federal property management agency (hereinafter referred to as “GSA”), to place a vending facility on the property located at:

\_\_\_\_\_ (Agency/ Building Name/ Address)

**Satisfactory Site:** It has been determined that this location meets the criteria of a satisfactory site as defined in 34 CFR 395.1 (q). Any exceptions are documented in *Attachment A*.

**I. Type, Location and Size of Vending Facility**

Type of vending facility:  Vending Machine  Sundry  Pre-Packaged Snack Bar  Micro Market  Limited On-Site Snack Bar  On-Site Grill  Cafe

Facility location: \_\_\_\_\_

Facility size: \_\_\_\_\_ (Refer to Attachment B for Drawings)

- The types of articles to be sold and services to be offered are enumerated in *Attachment C*.
- *Attachment D* should note the fixtures and equipment for this vending facility, including the responsibility for the provision thereof. It should also include the type, make, model, location and number of vending machines.
- *Attachment E* describes requirements concerning Vending Machines.
- The facility’s hours of operation commencing on \_\_\_\_\_ (open date) are noted in *Attachment F*.
- *Attachment G* contains Other Terms and Conditions.
- *Attachment H* provides the GSA and SLA Resolution Processes for addressing and escalating issues.

**II. Terms and Conditions**

Both parties must comply with the following statutes and regulations:

- [34 CFR Part 395 - Vending Facility Program for the Blind on Federal and Other Property.](#)
- [The Randolph-Sheppard Act, 20 U.S.C. § 107 et seq.](#)

- [Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.](#)

Any additional terms and conditions applicable to this location are in ***Attachment G***.

This permit is issued for an indefinite period of time subject to suspension or termination by either party for noncompliance with any of the agreed terms and conditions of the permit. By mutual agreement the SLA and GSA can terminate the permit after providing written notice at least 120 days before the intended termination (or 60 days for vending machine operations) or as mutually decided by GSA and SLA. This notice shall include the reason for the intended termination, as well as applicable supporting documentation.

**Permit Updates** GSA and SLA agree to review this permit at least every five (5) years (or sooner as dictated by changes in vending service or law) and update as necessary. Any such updates must be consistent with applicable health, sanitation, and building codes or ordinances consistent with 34 CFR 395.35(d).

## **A. Responsibilities of GSA**

### **1. Building Maintenance and Repair**

GSA is responsible for normal maintenance and repair of the building structure in and adjacent to the vending facility areas.

### **2. Rodent/Pest Control**

GSA will maintain an effective food-service-related rodent/pest control program. The SLA must ensure cooperation by the vending facility operator with the GSA facility management staff and/or pest control contractor. Cooperation includes notifying GSA of any structural, sanitary, or procedural issues that create food, water, harborage, or access for pests. The SLA must ensure the maintenance of a high sanitation standard to the satisfaction of GSA and use integrated pest management practices, to the maximum extent feasible, to mitigate pest problems.

### **3. Cleaning and Custodial Services**

GSA will provide cleaning for common areas within and adjacent to the vending facilities that are open during the normal scheduled cleaning hours (unless the facility is made accessible after hours) based on the standard level of cleaning for the building (not including equipment, display shelves, behind serving lines, store-rooms, and kitchens). GSA will conduct periodical stripping and waxing and/or deep cleaning of the customer service area of the facility floors on an as needed basis determined by the government.

### **4. Solid Waste and Recycling Removal**

GSA will contract and pay for solid waste (trash) and recycling removal and the necessary trash and recycling containers.

## **5. Inspections**

Vending Facilities will be inspected periodically by representatives of GSA and, when circumstances warrant, by representatives of local health departments. GSA will contract with Federal Occupational Health for annual food service operation inspections. After each inspection, GSA will notify the SLA of the findings, including any unsatisfactory conditions and deficiencies that the SLA must correct. Reported deficiencies must be corrected or caused to be corrected by the SLA in the time period specified by the inspection, as agreed by GSA, or by an approved written justification for an extension of not more than one (1) full day. Local health inspections must be reported to GSA within 24 hours.

GSA reserves the right to send a representative into areas assigned to the SLA, at any time, for inspection or other purposes.

### **B. Responsibilities of SLA**

The SLA must provide oversight and execution of the Randolph-Sheppard Program and vending facility including:

#### **1. Adherence to all Laws**

The SLA must ensure that all Randolph-Sheppard food vendors, including subcontractors, comply with all applicable Federal, state, and local laws and regulations.

#### **2. Change in Vendor or Service**

The SLA must notify GSA 14 days prior to a change in vendor or subcontractor (outside of an emergency). Any other change in service outside the terms of this permit (other than emergency needs) requires GSA approval at least 30 days prior to the anticipated change. This includes service reductions, expansions, and closures; removal or addition of vending machines, or any other material change that will impact service. Any emergency changes in vendor or service must be discussed with GSA immediately.

#### **3. Maintenance, Repair and Replacement of Equipment**

In accordance with 34 CFR 395.10, the SLA is responsible for the maintenance, repair, and replacement of all SLA-owned and GSA-owned equipment it uses at the location. Any replacement of Government-owned equipment must be made with similar equipment of equal or better quality. Preventive maintenance should be in accordance with the manufacturer's suggested maintenance guide for each individual piece of equipment. The SLA will submit an annual preventive maintenance schedule to GSA for GSA-owned equipment used by SLA.

#### **4. Excess and Broken Equipment**

Equipment not regularly used or no longer in working order in the vending facility must be removed by the SLA. Prior to the removal of equipment, GSA must be notified. **Revisions to the**

**equipment list must accompany this action.**

### **5. Ordering and Installation of New Equipment**

The SLA must provide the selected licensed blind vendor suitable vending facility equipment and adequate initial stock per [20 U.S.C. § 107b\(2\)](#). If new or replacement equipment is needed, technical specifications must be provided and approval is required in writing from GSA. Any expenses incurred for vending facility equipment must be without charge to GSA. The installation of the new equipment and removal of the old/excess equipment is the responsibility of the SLA and must be coordinated with the GSA Facility Manager. **Revisions to the equipment list must accompany this action.**

### **6. Food Quality, Presentation & Sanitation**

The SLA must ensure that quality food is served under clean and sanitary conditions in accordance with the most recently published US Food and Drug Administration's (FDA) Food Code.

The SLA must:

- Ensure foods are safe for human consumption, wholesome, and free from spoilage, adulteration, damage, and misbranding. Uncooked items, such as fresh fruits, must be clean and free from blemishes.
- Ensure foods are attractive in appearance and correct in temperature and consistency when served.
- Ensure foods are cooked appropriately and held at proper temperature.
- Ensure there is sufficient food and product inventory to meet the needs of the population, including ensuring shelves are adequately stocked at all times.
- Consistently monitor and follow the guidance of food recall notices from the [United States Department of Agriculture](#).

### **7. Security Clearance Requirements**

The SLA must provide assistance with GSA-furnished security forms and clearance processes, which includes ensuring that a Contractor Suitability Information Worksheet is submitted to GSA for each individual who will be working under the permit and an Initial Fitness Determination is completed before individuals can be escorted to work on the premises. Vendors with only an Initial Fitness Determination must be escorted 24/7 by a credentialed employee or contractor who is authorized to work in the federal building until they receive their GSA Access Card. GSA personnel will not escort vendors. It is the SLA's responsibility to make sure all vendor employees are able to perform their job duties. This process applies to all new and replacement employees.

### **8. Telephone and Computer Systems**

The SLA is responsible for the procurement and installation of telephone systems, Point of Sale systems, and computer and other connections and lines (including WIFI) needed to fulfill obligations under this permit.

### **9. Space Changes and Relocations**

The SLA is responsible for costs associated with all space changes and relocations of vending facilities, including the buildout of utilities for the installation of equipment (within the same building), when initiated by the SLA ([34 CFR 395.35\(e\)](#)). The SLA must have prior written approval by GSA and should include a drawing of the space and equipment layout of the proposed changes, if applicable. The drawing should include detailed information on the equipment, plumbing, heating, ventilation, and air conditioning systems, and electrical requirements. GSA will determine if the drawing is sufficient to be used for estimating and construction purposes and will accept or reject the drawing as a result of this determination.

### **10. Support and Training of Licensed Blind Vendor**

The SLA should provide direct technical assistance and training to licensed blind vendors and their operations per [34 CFR 395.11](#) including:

- Operational, administrative, and training support
- On-the-job training/upward mobility training

### **11. Supervision and Training of Food Service Facility Personnel**

The SLA must ensure that the licensed blind vendor employs sufficient personnel to maintain sanitary conditions, prompt and efficient service, and competent performance in all areas associated with the terms of service. All employees must be sober, conscientious, neat, courteous and free from communicable diseases.

The SLA must ensure that the licensed blind vendor to whom authority is delegated is a professional and qualified vending facility operator that is able to effectively manage the day-to-day operations of the facility, including supervising and training personnel, menu planning, purchasing, cost control, sanitation, and customer satisfaction. In addition, there must be a licensed Food Protection Manager onsite at all times and licensing must be in accordance with the FDA Food Code.

The SLA must ensure that there are adequate, trained relief personnel to substitute for the regular employees when they are absent (scheduled or unscheduled) in order to maintain a high-quality service operation at all times.

### **12. Cleaning and Custodial Services in Food Service Facilities**

The SLA must ensure that the assigned licensed blind vendor cleans and consistently maintains the dining room. The SLA agrees to furnish all labor and materials to maintain the vending facility equipment, including hoods, within its areas of responsibility in a clean, orderly, and

sanitary condition at all times. The SLA is responsible for the cleaning and maintenance of the serving area floors in the vending facility. The SLA must maintain the serving area floors in a clean condition and spillage free during service hours.

The SLA and GSA must use green cleaning practices and products to the maximum extent feasible. Refer to the “Cleaning Products” section of the Green Procurement Compilation at <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>.

**13. Solid Waste and Recycling Removal Service in Food Service Facilities**

The SLA is responsible for ensuring that the vendor removes trash from the dining room collection points during and after service hours and transports trash and recycling (and organic waste, where applicable) to building trash and recycling container locations.

If cooking/frying is conducted at the facility, the SLA must ensure that the assigned vendor collects, stores, and recycles fats, oils, and greases (FOG) in accordance with local regulations. FOG is strictly prohibited from disposal in storm water or sanitary sewer drains.

**14. Building Space Modifications**

The SLA must secure written permission from GSA prior to performing any physical modification to the building space provided for the vending facility use. In addition, the SLA must provide all construction documentation including estimated cost, if any, describing in detail the modification requested prior to proceeding with the work.

Reason for denial of the application must be set forth in writing by GSA to the SLA.

Application and Permit for: Building Name: \_\_\_\_\_

Agency: \_\_\_\_\_ Address: \_\_\_\_\_

Approving Facility Official:

Approving Licensing Official:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A: Satisfactory Site Location- As defined in [34 CFR 395.1 \(g\)](#)**

**Attachment B: Facility Drawing**

Drawing of the facility

- A. Layout
- B. Electrical (if available)
- C. Plumbing (if available)



**Attachment C: Types of Articles Sold and Serviced**

As provided by the SLA and approved by GSA.

**Attachment D: List of Equipment and Fixtures**

The design, construction, installation and operation of vending facilities must be in compliance with all applicable health, sanitation, safety and building codes and ordinances.

Incorporate energy conservation practices by giving preference to equipment that is [Energy STAR](#) rated when purchasing equipment.

Both GSA and the SLA should each provide an itemized list of the equipment that it will provide.

**A. SLA Property** (Type - Make - Model - Inventory ID#)

**B. GSA Property** (Type - Make - Model - Inventory ID#)

## **Attachment E: Vending Machines**

### **A. Operation of Vending Machines**

All vending machines operated within the building will be managed by the SLA via a contracted Vending Machine Facility Operator or by the licensed blind vendor. Vending machines must be maintained in working order and well stocked. Any broken vending machines must be repaired or replaced within 14 days.

### **B. Machine Income Sharing**

The type/make/model/location/number of each vending machine located on this property and the specific income sharing provisions in 34 CFR 395.32 applicable to each such machine are indicated in this attachment. Vending machine income will be distributed to the SLA on at least a quarterly basis, unless it is mutually agreed otherwise. Vending machine income generated will accrue to the SLA and be distributed as specified in the [Randolph Sheppard Act](#), 20 U.S.C. § 107d-3.

### **C. All Vending Machines**

Federal laws and requirements mandate that agencies purchase ENERGY STAR-qualified products or FEMP-designated products in any acquisition actions that are not specifically exempted by law. Requirements apply to new and remanufactured refrigerated beverage vending machines.

References:

- [FEMP-designated products](#)
- [Energy Star-designated products](#)
- [FAR Part 23 - 23.203 Energy-efficient products](#)
- [Significant New Alternatives Policy \(SNAP\) Substitutes in Refrigeration and Air Conditioning](#)

## Attachment F: Hours of Operation Schedule

### A. Hours of Operation Schedule

Vending facility services will be provided 5 days per week, Monday through Friday (except for holidays observed by the Federal Government and unscheduled closings).

If the Government has a delayed opening or early closing, the SLA must adhere to the official Office of Personnel Management (OPM) guidelines (<http://www.opm.gov/status/>).

For Pre-packaged (Cafe, Cafeteria, OnSite Grill, (Delete if N/A))

<b>Period</b>	<b>Opening</b>	<b>Closing</b>	<b>Breakfast</b>	<b>X:XX AM</b>	<b>X:XX AM</b>	<b>Reduced Service</b>
	X:XX AM	X:XX AM	Lunch	X:XX AM	X:XX PM	Reduced Service X:XX PM X:XX PM

For all other locations (Delete if N/A)

Hours of Operation X:XX AM X:XX PM

The above hours are minimum hours to which the licensed blind vendor must adhere; if the SLA wants to extend the service schedule to increase its financial viability, the hours can be extended. Changes must be provided in writing to GSA.

## **Attachment G: Other Terms and Conditions**

### **A. Procedures for Future Price Adjustments/Changes**

GSA must be notified when future price adjustments/changes are to be made. There must be a minimum of a 15-day notice so that the customers can be made aware of the change.

### **B. Promotions**

In-store promotions are recommended for the success of the business. If marketing and promotions are performed they must be clear and concise. Staff should be knowledgeable about current promotions.

### **C. Customer Feedback (vending machine operations excluded)**

In food service facilities the SLA must ensure that the vendor uses a system/tool for soliciting customer feedback and provides a timely response to questions and concerns.

### **D. Menus**

The SLA is encouraged to follow the [Food Service Guidelines for Federal Facilities](#) issued by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture and offer foods that provide a wide variety to customers, including vegetarian, vegan, organic, healthy, and light eater options.

### **E. Uniforms**

The SLA must ensure that, while on duty, food service facility employees wear a distinct professional looking uniform, hair net and/or other suitable head covering, appropriate gloves while handling food, and a legible name badge.

### **F. Compliance with Federal & State Workplace Poster Requirements**

Federal and State laws require employers to display certain posters and notices at their worksites. The posters consist of on-the-job safety and health, equal employment opportunity, Fair Labor Standards, employee rights for workers with disabilities/special minimum wage, family and medical leave, veteran rights, construction contracts, employee polygraph protection, and the rights of migrant and seasonal agricultural workers, and federal contractors. Compliance with these laws and regulations is for the protection of the vending facility operator's employees. GSA will assume no liability or responsibility for the SLA's compliance or noncompliance with such requirements.

### **G. Executive Orders 13658 and 13706**

In compliance with [Executive Order 13658, Establishing a Minimum Wage for Contractors](#) and [Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors](#) and their implementing regulations, GSA incorporates the associated clauses found in Appendix A (EO 13658) and Appendix B (EO 13706) into this permit. The SLA can contact the US Department of Labor for questions regarding the applicability of the Executive Orders and their associated appendices.

### **H. Lottery**

GSA approval is required to operate any lottery within the facility. Such an operation must be authorized

by state law and conducted by an agency of a state, pursuant to 20 U.S.C. 107a(a)(5). The state lottery license is non-transferable between vendors. The SLA must ensure adherence to all rules and regulations governed by the State Lottery Commission. Lottery-like gambling games are not allowed.

### **I. Fundraising**

All SLA vendors and their staff are prohibited from soliciting money on behalf of charitable organizations on GSA property. 5 CFR 950.102(a). However, the collection of “gifts-in-kind, such as food, clothing, and toys” for a charity is permissible on GSA property, provided it is voluntary (5 CFR 950.102(b)).

### **J. Pop-up Food Service and Food Trucks**

A Randolph-Sheppard permit to operate “pop-up” food service or a Food Truck on Federal property must be managed in accordance with the requirements of a vending facility. The SLA must ensure that such service meets federal, state, and local food standards, permits are maintained, food service inspections are completed and passed, the vendor is properly escorted while on federal property, and all other applicable requirements are followed.

### **K. Menu Labeling**

The SLA will ensure proper menu labeling of food and products in accordance with Section 4205 of the Patient Protection and Affordable Care Act and associated implementing regulations:

- [Final Rule: Nutrition Labeling of Standard Menu Items in Restaurants and Similar Retail Food Establishments](#)
- [Final Rule: Calorie Labeling of Articles of Food in Vending Machines](#)

### **L. Pre-Packaged Guidelines**

The most current FDA Food Code is to be used by vendors providing services to the federal government and for the evaluation of the services being provided. The requirements apply to all time/temperature controlled pre-packaged food that is sold on all GSA-managed property.

### **M. Food Transportation**

Food Transportation/Deliveries must be consistent with Public Health Code and other applicable standards. The SLA will be responsible for making sure that all perishable foods will be ordered from a licensed food distributor, which will guarantee that the food is protected against physical, chemical and microbial contamination as well as against deterioration of the food and the container.

### **N. Environmentally Sustainable Products and Waste Reduction (vending machines excluded)**

The SLA must use and provide environmentally sustainable products to the maximum extent practicable. Disposable products should be compatible with the recycling/composting system in the building. The use of polystyrene foam for disposable food service-ware and packaging (plates, cups, bowls, etc.) is prohibited.

Manufacturers should demonstrate that their products qualify as green; meaning that they meet a range of sustainability criteria such as nontoxic, biodegradable, best-in-industry carbon footprints, resource-efficient, etc. Tenants should assess their own sustainability commitments

(Strategic Sustainability Performance Plans) and follow-up with GSA to learn how our programs and operations can provide the support you need.

The SLA must integrate cost-effective waste reduction practices in their operations and participate and integrate with the building's recycling (and composting, where applicable) program operated by the Agency. The SLA must consider:

- Bulk purchasing programs (in lieu of individually packaged products)
- Partnering with a food bank donation program
- Using reusable linens, flatware, glassware, etc.
- Promoting and incentivizing the use of reusable beverage containers
- Promoting the use of tap water over bottled water

Additional Resources:

- [FDA's Food Menu Labeling Regulations 2018](#)
- [FDA Food Labeling Guide](#)
- [Food Labeling; Calorie Labeling of Articles of Food in Vending Machines](#)
- [Food Labeling; Nutrition Labeling of Standard Menu Items in Restaurants and Similar Retail Food Establishments](#)

## Attachment H: GSA and SLA Resolution Processes

### GSA Randolph Sheppard Resolution Process Major Deficiency (rev. 2-23-21)

Purpose: The purpose of expressing the resolution process is to ensure consensus on how issues regarding contractual requirements are further addressed between GSA and the SLA after the GSA's initial and less formal attempts to resolve issues with the SLA have been unsuccessful.

A major deficiency is defined as a significant breach of the permit/contract terms or an ongoing (6 months or more) unresolved issue that is in violation of the Randolph Sheppard (RS) permit. This includes, but is not limited to, a consistent pattern of poor service, deficiencies, and/or validated tenant complaints and all violations of Federal, State and Local health and safety laws, building policy and security procedures, and building codes.

Certain violations of Federal, State and Local laws, and building policy and security procedures could warrant the immediate closure of the food service facility. All other major deficiencies will be addressed as noted below. Any effort to resolve a major deficiency through this resolution process (and each subsequent step) will be done in consultation with GSA Legal Counsel.

Upon the discovery of a major deficiency GSA may proceed as follows:

1. GSA will contact the State Licensing Agency (SLA) in writing by certified letter or email (copying the vendor) notifying the SLA that it has fourteen (14) calendar days after receipt of the letter to correct the deficiency or provide an acceptable improvement plan\* (for deficiencies that require more than 14 calendar days to resolve) to GSA that addresses all the major deficiencies. In addition, GSA will notify the SLA that the SLA and its vendor will have twenty-one (21) days following approval of the plan to correct the deficiencies and avoid possible suspension or termination of the permit.
2. If the SLA has not satisfactorily corrected the deficiency or responded to GSA within 14 calendar days, GSA will attempt to contact the SLA a second time in writing by certified letter or email (copying the vendor and Rehabilitation Services Administration (RSA)) asking the SLA to acknowledge receipt of the second letter/email within seven (7) calendar days and notifying them that they now have ten (10) calendar days after receipt of the letter to correct the deficiency or provide an acceptable improvement plan\* or face suspension or termination of the permit. The SLA and its vendor will have twenty-one (21) calendar days following improvement plan\* approval to correct or face suspension of the permit. This time can be extended based on mutual agreement between GSA and SLA.
3. If the deficiencies are not corrected, and/or the SLA is not communicating or actively working toward a solution, GSA will notify the SLA and its vendor for a third time in writing via certified mail or email, copying RSA, informing them of the impending



suspension or termination of the permit within 14 calendar days following receipt of the notification. Upon notification of this 14-day period, the SLA should acknowledge receipt of the notification by email to GSA within seven (7) calendar days and must correct the deficiencies within fourteen (14) calendar days. If this does not occur, GSA will suspend the vending facility permit pending a conference with the SLA.

4. When the permit is temporarily suspended, all service at the vending facility will be immediately discontinued unless otherwise agreed to by GSA and the SLA. Options available to the SLA in order to avoid permanent termination of the permit are as follows:
  - a. To the extent permissible by state rules and regulations, remove the vendor temporarily or permanently if the issue is vendor related, and replace them with another licensed vendor.
  - b. If the issue is facility/equipment related, the SLA shall submit its improvement plan\* within seven (7) days of acknowledging receipt of the letter. The SLA will have twenty-one (21) days following GSA approval of the plan to complete correction of all deficiencies.
  - c. The SLA can choose to terminate the permit and relinquish its right to the facility and make arrangements to remove its equipment within fourteen (14) calendar days.

If the SLA does not respond collaboratively to this third letter, the inaction by the SLA will be interpreted to mean the SLA has no intention of continuing in the facility and is relinquishing its rights to it. GSA shall give formal notice to the SLA by certified mail or email (with a copy to the vendor) that the permit is being terminated and advising the SLA to remove all state-owned equipment within thirty (30) days.

5. At any point during this process, if the SLA disagrees with the actions of GSA, it could request Dispute Resolution through the RSA. Dispute Resolution should be pursued prior to filing for arbitration pursuant to 34 C.F.R. 395.37. The blind vendor may be allowed to continue providing services until the arbitration panel renders a decision unless doing so creates a health or safety risk or when there's a concern for violations of building policy, security, and/or building codes.
6. If GSA secures services from a third party after terminating the permit with the SLA, the provisions of 34 C.F.R. 395.32 will apply to any vending income received.

\* If an approved improvement plan is not completed as agreed, GSA can suspend the vending facility permit pending a conference with the SLA.

Correspondence to GSA should be addressed to: Facility Manager and Regional Concessions Officer

Correspondence to the SLA should be addressed to: Business Enterprise Director

**State Licensing Agency Randolph Sheppard Resolution Process**  
(rev. 2-24-21)

Purpose: The purpose of expressing the resolution process is to ensure consensus on how issues regarding contractual requirements are further addressed between GSA and the SLA after the SLA's initial and less formal attempts to resolve issues with GSA have been unsuccessful.

The SLA may proceed as follows:

- 1) SLA notifies the responsible GSA Facility Manager (FM), copying the GSA Regional Concessions Program Officer (CPO), in writing via email of the specific problem, its duration, and solutions attempted and/or requested.
- 2) The FM has 14 calendar days to respond to the SLA in writing. If corrective action is required, the FM will correct the issue, provide an update, or action plan detailing GSA steps/processes for correction.
- 3) If no response, or an unsatisfactory response is received, or the FM's actions does not fully address the problem, the SLA should elevate the issue via email to the GSA Regional CPO, copying the FM, requesting intervention. The email should include the specific issue, duration of the problem, and the solutions attempted and/or requested, and any applicable documentation. The FM, in consultation with the GSA Regional CPO, will respond and provide relief within 30 calendar days.
- 4) If no response, or an unsatisfactory response, is received from the FM (or CPO), or GSA's action does not satisfactorily address the problem, the SLA should elevate the issue via email to the GSA National Amenities Program Manager (currently Demetria Summers), copying the Service Programs Unit Chief of the Rehabilitative Services Agency (RSA) (currently Corinne Weidenthal), and request intervention and relief within 14 calendar days. The email should include the specific issue, duration of the problem, the solutions attempted and/or requested, and any applicable documentation.
- 5) At this point, if no resolution or satisfactory progress is made, the SLA could seek the conflict resolution services of RSA. Beyond this, legal action in the form of filing for arbitration would have to be considered.

Correspondence to GSA should be addressed to: Facility Manager and Regional Concessions Officer

Correspondence to the SLA should be addressed to: Business Enterprise Director

**APPENDIX A**  
**Executive Order 13658 Contracts Clause**

The following clause shall be included by the contracting agency in every contract, contract-like instrument, and solicitation to which Executive Order 13658 applies, except for procurement contracts subject to the Federal Acquisition Regulation (FAR):

(a) Executive Order 13658. This contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Website). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number. (ii) The worker's occupation(s) or classification(s) (iii) The rate or rates of wages paid. (iv) The number of daily and weekly hours worked by each worker. (v) Any deductions made; and (vi) Total wages paid. (2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the

Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of

Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

**APPENDIX B**  
**Executive Order 13706 Contracts Clause**

Per Department of Labor guidelines, “the following clause shall be included by the contracting agency in every contract, contract-like instrument, and solicitation to which Executive Order 13706 applies, except for procurement contracts subject to the Federal Acquisition Regulation (FAR):

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid Sick Leave. (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract. (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken. (3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the



requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping. (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor: (i) Name, address, and Social Security number of each employee; (ii) The employee's occupation(s) or classification(s); (iii) The rate or rates of wages paid (including all pay and benefits provided); (iv) The number of daily and weekly hours worked; (v) Any deductions made; (vi) The total wages paid (including all pay and benefits provided) each pay period; (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2); (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests; (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706); (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3); (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee; (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave; (xiii) The relevant covered contract; (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor

from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and noncovered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave. (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor. (3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked. (4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files. (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively. (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law. (5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours. (6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon

Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1). (2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>. (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination. (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on noncovered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs. (2) A contractor may not discharge or in any other manner discriminate against any employee for: (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13; (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13; (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and

accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.