

Policy & Procedure Manual

Business Enterprises Program | Iowa Department for the Blind

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Providing self-supporting business opportunities to qualified legally blind Iowan's.

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Introduction

Scope

The purpose of this policy and procedure manual is to establish operational policies for the Business Enterprise Program (BEP), which is part of The Iowa Department for the Blind (IDB). IDB is the State Licensing Agency (SLA) for the Randolph-Sheppard Program, referred to in this manual as the SLA or BEP, in accordance with the federal statutory provisions of the Randolph-Sheppard Act, 20 USC Sections 107 et seq. and Iowa code chapter 216D, in instances where there appear to be conflict between the BEP policy and procedure manual and the Randolph-Sheppard Act, Randolph-Sheppard takes precedence.

This manual does not guarantee a contract of employment, express or implied, between the BEP and the Licensed Blind Vendor. This policy and procedure manual reflects the cooperative planning and mutually shared input of the SLA and the Iowa **ELECTED COMMITTEE OF BLIND VENDORS** (ECBV), both of whom have had a vital part in its formulation and upon whom the future success and continuing improvement of the BEP depends. The policies and procedures may be revised and amended at any time by BEP, with active participation from the ECBV. All Licensed Blind Vendors will receive a copy of this policy and procedure manual upon its final approval by the SLA and the Rehabilitation Services Administration (RSA). If there are any changes, the Licensed Blind Vendors will be notified in writing. All new Licensed Blind Vendors will be provided a copy of the policy and procedure manual upon entering the BEP training program.

Authority

The BEP was established because of federal law and supported by state statute to provide business opportunities for legally blind individuals in most state and federal properties in the convenience and food service industries. IDB BEP has the first right of refusal for vending facility operations in the following circumstances:

- Federal property (Randolph-Sheppard Act)
- State, County and Government offices (Iowa Chapter 216D)
- Interstate rest areas and welcome centers via the Surface Transportation Assistance Act (P.L. 97-424)

Individuals should contact the BEP Director at 515-281-1313 regarding any information not found in this manual or for an explanation of any of the included items.

Program Overview

The purpose of the BEP is to provide an opportunity for individuals who are legally blind to obtain gainful employment by operating a BEP business. These business opportunities are provided through the establishment of convenience facilities, each an independent business managed by individuals who become licensed through the BEP, also known as Licensed Blind Vendors. Licensed Blind Vendors are not state employees. The IDB BEP is comprised of businesses throughout the state that are

located on federal, state, and county properties, as well as local government and facilities contracted by IDB.

Individuals who meet the minimum requirements for entry into the BEP must work with an IDB vocational rehabilitation counselor, meet the requirements of the BEP evaluation process, and complete training to be certified to operate a BEP vending business.

The BEP provides training, certification, technical support and management services to ensure Licensed Blind Vendors provide service adequate to meet customer needs while maximizing the profitability of their business. BEP staff oversee the overall operation of the business and ensure the business complies with all applicable laws and rules.

BEP staff and Licensed Blind Vendors will adhere to the BEP policies and procedures in this manual.

Message from the BEP Director

Welcome,

IDB and the BEP have a long tradition and belief in the meaningful accomplishments blind and DeafBlind people can make. Having that belief yourself is crucial for carrying out the work of a Licensed Blind Vendor or BEP staff member and eliminating the soft bigotry of low expectations often found in our communities.

You are an important member of the BEP team where everyone has a role to play in the future success of all Licensed Blind Vendors. Given the complex needs of many BEP customers, it is critical that you understand the intricate relational nature of being a Licensed Blind Vendor or BEP staff member and are committed to ensuring the provision of “Exceptional Customer Service” in all that you do. Good business practices require a “Sense of Urgency” as we address the needs of all BEP stakeholders. This includes returning communications (email, phone, text) within 24 hours of receipt, or if on the weekend, the next business day. I ask that you assume positive intent on the part of any party you encounter, which will help build effective working relationships.

As we work together to maximize BEP business opportunities, we will need to communicate effectively to meet our individual and program goals. We know that communication is a vital part of this process, so Communicate! Communicate! Communicate!

While we strive for excellence, that doesn't mean everyone is able to achieve it immediately-it can take time. Our work requires patience, persistence, and being able to look ahead and give encouragement to those who may not yet be able to imagine themselves being successful business owners. We all make a difference in people's lives that can have great consequences for them; it is important for us to never forget that.

Thank you for your service and commitment to the BEP and the many stakeholders that participate and support the program.

Everyone has a role to play to make the BEP exceptional.

Chapter 1: General Requirements

1.1 Nondiscrimination

No one will be excluded or found ineligible for the BEP based on any protected class based on the Iowa Civil Rights Act Chapter 216.

The individual must still meet the program eligibility.

1.2 Program Eligibility

To be eligible for licensure by the BEP, the individual must be:

- Legally blind as defined by the Iowa administrative rule;
- A United States citizen; and
- Certified as qualified to operate a facility through the BEP.

There must be written documentation confirming eligibility for licensure. Documentation requirements are further outlined in Chapter 2: Becoming a BEP Licensed Blind Vendor (page 10).

1.3 Contracts and Agreements with Other Agencies and Organizations

BEP staff ensure Licensed Blind Vendors comply with the obligations of their BEP operator agreement, as well as all contracts and interagency agreements between the BEP and other agencies or organizations.

1.4 Compliance with Rules, Regulations, Policies and Laws

BEP staff and Licensed Blind Vendors must comply with all state and federal laws, rules, and regulations, including:

- State rule governing the BEP;
- State statute governing the BEP;
- State law on data privacy;
- Policy guidance for Randolph-Sheppard Act; and
- Federal law governing each state's BEP
- Policies stated in BEP manual

1.5 Cost Effectiveness in Purchasing

All BEP services must be provided in the most cost effective manner possible and consistent with the BEP business needs and goals of the BEP. The BEP has limited funding, and these funds need to be expended prudently in order to maximize each dollar.

1.6 Communication

All parties are responsible to ensure that a positive and productive relationship exists and is maintained. The following guidelines are to ensure effective communication between BEP staff and Licensed Blind Vendors:

- BEP staff and Licensed Blind Vendors will assume good intent by the party they are communicating with
- BEP staff will communicate with and provide written documents to the Licensed Blind Vendor in their preferred method of communication (e.g. Braille, email, print). This method can be updated at any time.
- All inquiries by either party to one another should be followed up within 24 hours. It is an expected practice to provide timely acknowledgement of any correspondence received from a business stakeholder.
- BEP staff and the Licensed Blind Vendor should summarize their conversations at the completion of their discussions to ensure common understanding of what was discussed. If necessary, next steps should be discussed, including who is responsible for what and time frames for follow up.
- Business Counselors will facilitate all equipment moves. Business Counselors will inform Licensed Blind Vendors of the date and approximate time prior to the move. Licensed Blind Vendors will ensure vending machines being removed are clean and emptied of product and cash.
- The BEP staff is responsible for negotiating interagency agreements on behalf of the BEP and the Licensed Blind Vendor. BEP staff understand these agreements impact the Licensed Blind Vendor and their business. BEP staff will seek input of the Licensed Blind Vendor and keep them informed of the negotiating process. BEP staff will invite the Licensed Blind Vendor to negotiation meetings whenever possible.

1.7 Record Keeping and Retention

The BEP maintains paper and electronic records. Financial records for a vending business are kept separately from Licensed Blind Vendor files.

Licensed Blind Vendor Files

The BEP staff will maintain a file for each active Licensed Blind Vendor. The information contained in the file includes:

- Proof of Legal Blindness
- Proof of Citizenship
- Emergency Information form
- Grievance Process form
- Training records
- Dress Code Guideline acknowledgement form
- Workers' Compensation acknowledgment form
- Operator Agreement
- Copy of Operator License

- General Liability Form
- Product Liability Form
- Auto-Insurance Acknowledgement Form
- Valid Complaints with vendor
- Administrative actions taken against vendor
- Inspection Reports
- Non-financial paperwork relating to the vendor
- Any complimentary documents concerning the vendor
- Handbook Acknowledgement form

The BEP maintains the Licensed Blind Vendor's file while the business is active and the Licensed Blind Vendor is licensed. Once the vendor is no longer licensed, records are archived or destroyed according to the retention requirements established in the IDB BEP records retention schedule.

Financial Records

The BEP maintains financial records for each Licensed Blind Vendor, as well as for the administration of the program. Financial records include:

- Monthly reports
- Set-aside
- Invoices sent by vendor to SLA

The BEP retains financial records according to the retention requirements established in the IDB BEP records retention schedule.

Administrative Records

The BEP maintains records that support the administration of the program.

Administrative records include:

- Location information for businesses
- Seniority data of Licensed Blind Vendors
- General liability insurance policy information
- Staff case notes and business-related notes
- Asset inventory
- Third-party insurance accords
- Annual business reviews
- Operator grievances
- Survey information on business status

The BEP retains administrative records according to the retention requirements established in the IDB BEP records retention schedule.

1.8 Data Privacy

34 CFR 361 requires the IDB BEP to safeguard the privacy rights of individuals about whom is allowed to collect, store, and use data.

Data the BEP collects or maintains shall be limited to that necessary for the administration and management of the program.

The data collected is stored and used only for the purpose stated to the individual when it is collected. Staff or auditing and monitoring agencies will access the data only when needing to do so for purposes directly connected with the administration of the BEP. Agencies could include the Office of Legislative Auditors, the Rehabilitation Services Administration, or the Department of Revenue.

The BEP provides data to the individual or their designated representative, unless the Licensed Blind Vendor gives informed written consent for further distribution. Individuals have the right to access information about them maintained by IDB unless restricted by law. The BEP will take reasonable steps to protect all data. This includes paper, electronic, and maintenance systems. The BEP staff person will keep paper data in locked filing cabinets or in a secure area when not present in the area where the data is kept. Data maintained electronically shall be protected against unauthorized access. BEP staff will log off computers and must be logged off whenever when not present to ensure the security of the system.

The name and contact information of the Licensed Blind Vendor is considered public information and can be disclosed.

1.9 Personal Conduct

The expectation is that Licensed Blind Vendors will exhibit and maintain high levels of professionalism and conduct in the workplace. A Licensed Blind Vendor's dress and personal appearance must reflect cleanliness and good personal grooming and hygiene. Freshly laundered clothing free of stains is acceptable-examples of appropriate clothing include: Button down dress or polo shirts, and dress slacks, khaki pants, or jeans that are free from tears, grease, and dirt. Closed toe shoes should be worn at all times and hair and facial hair clean and neatly trimmed.

The Licensed Blind Vendor's BEP operator agreement may be revoked or suspended when the operation, integrity, or reputation of the BEP may be damaged as found in the Administrative Rule.

1.10 Grievance Procedure

Licensed Blind Vendors will be informed in writing at the time they are licensed of their right to and the procedures for an informal administrative review or a full evidentiary hearing regarding a BEP decision. Licensed Blind Vendors will sign the **Grievance Process Acknowledgement form** indicating this information has been shared with them, described in the Administrative Rule.

Chapter 2: Becoming a BEP Licensed Blind Vendor

General Policy

Individuals interested in participating in the BEP, including former Licensed Blind Vendors and individuals licensed in another state, must first apply and be determined eligible for IDB's vocational rehabilitation program. Individuals ineligible for IDB's vocational rehabilitation program are not eligible to participate in the BEP.

Individuals must be legally blind to be eligible for the BEP. The Randolph-Sheppard Act states legal blindness is having central visual acuity of 20/200 or less in the better eye with the use of a correcting lens or having a visual field loss at an angle of no greater than 20 degrees.

Individuals must be a United States citizen to be eligible for the BEP. According to the U.S. Citizenship and Immigration Services (USCIS) a United States citizen is:

- Having been born in the United States or certain territories or outlying possessions of the United States, and subject to the jurisdiction of the United States;
- Had a parent who was a citizen at the time of birth;
- Applied for and granted derived or acquired citizenship through parents; or
- Applied for and granted naturalization

Individuals must successfully complete all portions of Certified as Qualified to become a licensed BEP operator.

Documentation Requirements

The BEP Licensed Blind Vendor file must contain:

- Documentation of legal blindness and U.S. citizenship
- Documentation that the individual completed the Certified as Qualified process

Guidance Materials

- [Code of Federal Regulations, title 34, section 395.](#)
Policy guidance for Randolph-Sheppard Act (https://ecfr.io/Title-34/cfr395_main)
- [Randolph-Sheppard Act](#)
Federal law governing each state's BEP (<https://www.law.cornell.edu/uscode/text/20/107>)
- [Chapter 216D](#)

2.1 Documentation of Program Eligibility

To be eligible for licensure by the BEP, the individual must be:

- Legally blind;

- A United States citizen; and
- Certified as qualified to operate a facility through the BEP

There must be written documentation confirming eligibility for licensure.

Eligibility Requirement	Allowable Documentation
Legal blindness	Current eye report from an ophthalmologist/medical doctor. Current means the exam was completed within six months from the date of submission. Eye reports must be updated on the years that end in 0 or 5. If an individual has been deemed “permanently blind” by a medical professional, their eye report does not need to be updated.
Citizenship	Copy of birth certificate Copy of passport Copy of naturalization documents Consular report of birth abroad
Certified as Qualified	Graduation Certificate

2.2 Overview of Process to Become a Certified Vendor

The following is an overview of those required steps:

Discovery

The Discovery phase provides an opportunity for the prospective applicant to learn more about the BEP and to speak and work with current Licensed Blind Vendors. After exploration of the BEP, the BEP believes that the potential applicant and their rehabilitation counselor will have the information they need to determine if pursuing a career to become a Licensed Blind Vendor is the best choice for them.

Required Step	Documentation of Completion
1. Interview with the Director of BEP	N/A
2. Interviews with ECBV	Interview forms completed by the prospective applicant for each interview
3. Situational Assessment	Situational assessment report from the evaluator
4. Job shadow 3-5 days with one or more vendor	<p>On-the-Job Training form reviewed with the prospective applicant by the Licensed Blind Vendor</p> <p>Invoice submitted by the Licensed Blind Vendor to the rehabilitation counselor</p>

Training

The prospective applicant becomes a BEP student in training to become a Licensed Blind Vendor when their rehabilitation counselor writes an Individual Plan for Employment (IPE). This Training section consists of three steps:

- Formal Education Training;
- BEP Course Work Training;
- BEP On-the-Job Training (OJT) and Vending Machine Training;
- Background and Credit check completed;
- VR Counselor writes Individual Plan for Employment submits a letter of recommendation

Required Step	Documentation of Completion
<p>Formal Education</p> <ul style="list-style-type: none"> • Hadley Institute’s BEP Online Training Program • Preventing Sexual Harassment Online Training • Respectful Workplace Training • Hadley Institute’s Accounting for Small Business, Taxes for Small Business, and Business Ethics Classes 	<ul style="list-style-type: none"> • Certificate of Completion • Certificate of Completion • Certificate of Completion • Certificates of Completion
<p>BEP Course Work</p> <ul style="list-style-type: none"> • Accounting Orientation • Vending Machine Orientation 	<ul style="list-style-type: none"> • Completed Accounting Portion of OJT Form • Completed Vending Machine Orientation Checklist
<p>OJT and Vending Machine Training</p> <ul style="list-style-type: none"> • Three week OJT with Licensed Blind Vendor • 120-day OJT at established business 	<ul style="list-style-type: none"> • Completed OJT Form • Graduation Certificate

2.3 Vending Machine Training by BEP Business Counselors

Students start vending machine training as part of their BEP coursework. A BEP Business Counselor conducts vending machine orientation training and usually takes one week. The period may vary depending on the BEP student’s aptitude and the availability of the Business Counselors.

During training, the student will learn about the vending machines used in the BEP. The Business Counselors, and trainer, will provide instruction to student in the following areas:

- Basic operation and mechanics of vending machines;
- Cleaning, maintaining, and filling vending machines;
- Troubleshooting common vending machine errors; and
- Making common repairs and maintenance and cleaning guidelines.

The BEP student will perform many of the vending machine repair and cleaning activities required of Licensed Blind Vendors. This training is an overview to lay the foundation of knowledge the student will need to be a BEP Licensed Blind Vendor. The vending machine training will continue when the student is placed in a BEP business for the on-the-job training (OJT).

The Business Counselors first priority is to support Licensed Blind Vendors and their businesses. Business Counselors schedule student training as time permits.

The Business Counselors and trainer will evaluate the student's progress during the OJT and will work collaboratively with the BEP Director to determine if the student is ready for licensure. The Business Counselor uses a vending machine checklist to monitor the student's competency in the following areas:

- Identify commonly used vending machine parts and demonstrates the ability to make basic repairs;
- Understand vending machine cleaning and maintenance responsibilities and has demonstrated the ability to complete these tasks;
- Understand how to properly fill vending machines with products; and
- Identify all vending machines used in the BEP and demonstrates an understanding of how they work.

2.4 On-the-Job (OJT) Trainers

As part of their overall training, students are required to participate in OJT experiences. OJT is with the support of current Licensed Blind Vendors. This process is extensive and the Licensed Blind Vendor must be willing to provide the BEP Director and the student with objective feedback on the BEP student's performance. The OJT trainer gives the evaluation forms monthly to the BEP Director. The OJT trainer uses the evaluation form to ensure the student understands the importance of and has exposure to all of the relevant responsibilities of a Licensed Blind Vendor, including:

- Adhering to proper dress code;
- Ensuring customers are satisfied with service being provided;
- Keeping vending machines clean, full and working;
- Completing monthly bookwork and set-aside payments on time;
- Establishing relationships with product suppliers;
- Understanding, tracking, and differentiating sales tax obligations;
- Obtaining proper licensing for vending machines, store, or other required business licensing;
- Understanding and implementing proper Inventory control practices;
- Paying sales tax;
- Obtaining workers' compensation insurance, if applicable

The BEP Director has the following responsibilities related to the OJT:

- Work closely with the student and the OJT trainer to ensure the OJT experience is effective and comprehensive;
- Maintain a list of active Licensed Blind Vendors willing and able to provide this training;
- Determine where the OJT will occur, though it is usually completed at a BEP business in Des Moines; and
- Contact the active Licensed Blind Vendors who provide OJT training to schedule the training.

2.5 Licensure

After successfully completing all training competencies, the BEP will license the student. On the day they are licensed, The BEP Licensed Blind Vendor will start to accumulate seniority. Seniority is used to bid on future vending business openings in the BEP in case of a tie between vendors. The BEP Licensed Blind Vendor's license is perpetual, but subject to suspension, revocation, or surrender.

2.6 Initial Inventory

The BEP provides the Licensed Blind Vendor with the initial inventory to operate the business. The type and quantity of inventory is based on the needs of the business and the Licensed Blind Vendor. The initial inventory is not meant to sustain the business long term but must be sufficient to allow the Licensed Blind Vendor to begin operating.

The BEP is able to provide the following initial inventory, as applicable to the business and Licensed Blind Vendor:

- Vending machines for each business based on the needs of the location, available funding of the BEP, and potential return on investment;
- Vending machine parts;
- Carts for moving product;
- Bill and coin sorters;
- Cash registers;
- Cashless vending hardware;
- Storage shelves and cabinets;
- MINNCOR coin and script;
- Up to four weeks' worth of product inventory;
- Coffee cups;
- Condiments;
- Napkins;
- Utensils; and
- Grocery bags

The BEP provides the Licensed Blind Vendor an initial inventory (excluding the vending machines).

Licensed Blind Vendors work collaboratively with BEP staff on the replacement or addition of vending machines to their business and will need to provide vending

machine sales information in the form of vending machine meter readings to support any request. The Licensed Blind Vendor is responsible for all other business needs.

Chapter 3: Bid Process

General Policy

The BEP goal is to have businesses with at least a net income at or near \$30,000 or more with consideration of BEP funding, expansion and start-up costs, public exposure, location preference, return on investment, and profitability. Opportunities that meet this standard will be offered as a standalone operation. Opportunities that do not meet the standard will be offered as a satellite or secondary location to be operated in conjunction with a standalone site.

3.1 Bid Notice

Once it is determined to send out a bid, the BEP will send this through email to all licensed vendors with the closing date. The bid notice will include pertinent information about the bidding opportunity including, but not limited to location, actual yearly sales or projected sales if new, hours of operation, number of employees, standalone or satellite status and closing date. Bidders are expected to be knowledgeable about the opportunity they are bidding on including being familiar with the equipment being used and an understanding of how to operate it. Bid response and a signed letter of Consent to Release Information must be submitted before the closing date and time to the Director of the Iowa Department for the Blind. Late submissions will not be considered.

3.2 Eligibility to Bid

Any Licensed Blind Vendors in good standing can bid on an open business opportunity. All Licensed Blind Vendors on probation are not eligible to bid. A business opportunity that is classified as a standalone operation requires that chosen Licensed Blind Vendor will give up their current business opportunity to accept the business opportunity up for bid. A satellite business opportunity has no such requirement and will be added to the Licensed Blind Vendor's current business opportunity on a temporary or permanent basis as recommended by the Director of the Iowa Department for the Blind.

3.3 Bid Evaluation

A list of Licensed Blind Vendors in good standing who submit qualified bids will be given to BEP staff once the bidding window has closed. Bidders will be rated by all BEP staff on a one-hundred-point scale. The rating is based on the following ten point categories.

1. Ability to meet the requirements of operating the facility
2. Trainee reports and performance evaluations received during the preceding five years
3. Good customer relations skills
4. Cooperation with property management

5. Participation in instructional conferences
6. Knowledge and application of sound business practices including adequate and accurate accounting procedures
7. Maintenance of reasonable standards of productivity
8. Cleanliness and sanitation
9. Reasonable return related to the volume of the business
10. Timely filing of specified documents, reports and fees with the Iowa Department for the Blind

The scores will be totaled and the Licensed Blind Vendor with the highest score will be the staff recommendation for the business opportunity. In the event of an identical score the number of years in the Iowa BEP will determine the staff recommendation.

The ECBV will meet to determine their recommendation. The ECBV will review staff ratings for each bid and have a discussion about the merits of each candidate. Staff should be available for consultation and ALL bidders must be available in person or by phone to answer concerning their bid and their knowledge of the business opportunity. Any bidder can withdraw their bid from consideration before the ECBV makes their recommendation for any reason without repercussion. The ECBV after discussion will determine their selection via a roll call vote.

The recommendations of both BEP staff and the ECBV will be given to the Director of the Iowa Department for the Blind. The Director will make the final decision on all location assignments using BEP and ECBV recommendations and any other information at their disposal.

If a bid closes without a successful bidder for any reason the Director of the Iowa Department for the Blind will decide how to move forward. This can include rebidding, reclassifying the bid standalone or satellite status, temporary assignment or any other remedy they deem appropriate.

3.4 Notification of Bidders

The Director of the Iowa Department for the Blind will inform BEP staff and the ECBV of their decision. The Director will send a letter of assignment to the selected Licensed Blind Vendor. BEP staff will contact all Licensed Blind Vendors that bid within one business day to inform them of the decision.

Once the selected Licensed Blind Vendor is notified BEP staff will schedule an inventory in consultation with the incoming and outgoing Licensed Vendors and the ECBV at a time and date that is mutually agreeable, usually within thirty to sixty calendar days.

3.5 Private Sector Business Opportunities

Chapter 4: BEP Operator Agreement

General Policy

Each Licensed Blind Vendor must sign a BEP Operator Agreement for the operation of an assigned business enterprise. A new agreement must be signed each time the Licensed Blind Vendor moves or transfers to another business enterprise. All signed agreements will be provided to the Licensed Blind Vendor and copies retained in the vendor's file.

Licensed Blind Vendors must adhere to the requirements of the operator agreement. Licensed Blind Vendors are subject to disciplinary action up to and including removal from the BEP in instances where the operation, integrity, or reputation of the program may be damaged.

4.1 Terms of the BEP Operator Agreement

Unless terminated in accordance with the provisions of paragraph H below, this Agreement shall remain in effect as long as Vendor operates food service equipment at the Facility.

C. DEPARTMENT DUTIES

Department shall, at the Facility:

1. Furnish and install food service equipment and any wiring or plumbing improvements required for the installation and operation of food service equipment. Any installation undertaken by Department pursuant to this Agreement shall be done in accordance with applicable building code and safety standards, and performed at Department's cost. Department shall be responsible for costs of equipment maintenance incurred during the first 45 calendar days following installation of food service equipment at the Facility.
2. Maintain title to all food service equipment and other equipment installed pursuant to this Agreement.
3. Purchase an initial supply of dishes, flatware, small kitchen appliances and utensils, with subsequent purchases of such items being Vendor's responsibility.
4. Replace food service equipment, at Department's cost, as may be reasonably necessary, due to equipment appearance, wear or obsolescence. Department shall also maintain any wiring or plumbing improvements, as described in paragraph 1 above, at Department's cost.
5. Furnish an initial stock of merchandise, and the related inventory record, sufficient to enable Vendor to commence business.
6. Furnish reasonable in-service training, consultation and management assistance to Vendor.
7. Purchase licenses and bonds as may be necessary for commencement of vending services at the Facility.
8. Upon request from Vendor or the Facility owner, participate with Vendor in a food service equipment and product service review to discuss the Department's and the Vendor's performance under this Agreement.

D. VENDOR DUTIES

Vendor shall, at the Facility:

1. Operate and maintain food service equipment, during the ordinary business hours of the Facility, such that the equipment is operable, safe and sanitary. No equipment shall be replaced without consultation with the administrator of the Business Enterprises Program of Department. After the initial 45 days of operation at the Facility, Vendor shall be responsible for the cost of equipment maintenance.
2. Vendor shall maintain a stock of merchandise at the Facility equivalent to the stock initially provided by Department. Vendor shall respond to requests for restocking within a commercially reasonable time period.

3. Stock and timely restock food service equipment with fresh, unspoiled items, in compliance with all applicable public health laws and fit for consumption. Hot and cold items shall be available at a temperature appropriate to the item.
4. Set reasonable prices for food items and consider input from the Facility owner regarding prices.
5. Retain all receipts from facility operations, except that Vendor shall, in reasonable circumstances, make refunds to persons who did not receive merchandise which was paid for.
6. Be responsible for all administrative tasks relating to operation, maintenance and stocking of the food service equipment, including obtaining all necessary food or merchandise licenses and paying all taxes and fees relating to the equipment and sales of items contained therein.
7. Maintain, in full force and effect, insurance policy coverage from an Iowa-licensed insurer for Vendor's activities at the Facility. Such policy coverage shall remain in effect for the entire term of this Agreement and shall provide coverage for all claims arising from Vendor's activities occurring during the term of this Agreement. The policy coverage shall include the following:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Prod./Comp.	\$500,000/\$500,000
	Aggregate Personal Injury Each Occurrence	\$250,000
Errors and Omissions Insurance	Each Occurrence	\$250,000
Property Damage	Each Occurrence	\$250,000
	Aggregate	\$500,000
Workers Compensation and Employer Liability	As Required by Iowa law	

Insurance policies providing the above coverage shall name the Facility owner as an additional insured or loss payee.

8. Vendor shall provide Department with proof of insurance coverage as described above at the time of purchase or renewal of coverage.
9. Comply with building security procedures at the Facility.
10. Be responsible for assuring that the Facility has operational food service equipment during all ordinary business hours. Any deviation from this operational standard must be approved, in advance, by the Business Enterprises Program administrator of the Department.

11. Not extend credit to customers. Vendor shall operate on a current credit or cash basis. Merchandise purchased for the personal use of Vendor and Vendor's employees shall be accounted for and paid for.

Additionally, Vendor shall:

12. Notify Department in advance of any plan to take leave from, or otherwise be absent from, activities on the Facility. Prior notice shall be given at the earliest opportunity.

13. Be accountable to the Department for the proceeds from the Facility, in accordance with instructions from the Business Enterprises Program administrator of the Department.

14. Comply with policies and standards prescribed by Department, including the provisions incorporated into the Iowa Administrative Code.

15. Comply with applicable federal, state and local laws, including ordinances and regulations related to public health and safety.

16. Comply with the Randolph-Sheppard Act and related regulations.

17. Comply with the provisions of the "Agreement to Provide Vending Services," "Agreement to Provide Food Services" or permit applicable to the Facility.

18. Provide to the Department, by the 15th day of each month, a monthly report of Vendor's operations at the Facility, and maintain sufficient records and data to verify the report. The Report must contain a profit and loss statement. Rebates, commissions and bonuses received by Vendor must be accounted for in such monthly reports. Department shall have the right to conduct audits of Vendor's records relating to such monthly reports. Vendor shall make records available to Department at reasonable times to facilitate such audits.

19. Provide to the Department, by the 28th day of each month, a monthly set aside payment as prescribed in the BEP Set Aside Policy.

20. Not commingle personal property, purchase and accounts with business property, purchase and accounts relating to the Facility.

21. Be responsible for all personnel and personnel activities related to performance of this Agreement. Vendor shall give employment preference to blind and disabled employees.

22. Comply with the Department's "full service policy" and not engage in third party or full service vending.

E. COMPENSATION
Vendor shall be entitled to all the net profit derived from Vendor's activities at the Facility after payment of set aside.

F. RELATIONSHIP TO OTHER CONTRACTS
1. Vendor acknowledges that the Department may enter into an "Agreement to Arrange Vending Services" with the Facility owner. Department's contract with the Facility owner shall not relieve or discharge Vendor from any duty, provision, or liability under this Agreement. 2. Department acknowledges that the Vendor will enter into an "Agreement to Provide Vending Services" with the Facility Owner. Notwithstanding the existence of a contract between the Vendor and the Facility owner, the Parties agree that this Agreement shall benefit and bind only the Department and Vendor; that there are no third party beneficiaries to this Agreement.

G. INDEPENDENT CONTRACTOR

Vendor is an independent contractor. Department will not provide Vendor with office space, support staff, equipment and tools, or supervision. Vendor shall not be

considered an employee of Department for federal or state tax purposes. Vendor shall be responsible for payment of all taxes accrued in connection with this Agreement.H.

VENDOR DISCIPLINE; TERMINATION OF THIS AGREEMENT

1. All matters relating to Vendor discipline, license revocation and appeals therefrom, shall be handled in accordance with the provisions of 111 Iowa Administrative Code chapters 7 and 8.
2. This Agreement is executed in conjunction with Vendor's licensure as a vending facility operator by the Department. Vendor must be licensed as a vending facility operator to participate in the Business Enterprises Program. Revocation of Vendor's license as a vending facility operator shall result in automatic and immediate termination of this Agreement.
3. This Agreement may be terminated in accordance with the provisions of 111 Iowa Administrative Code § 7.17(3), on any of the grounds stated therein, including Vendor's failure to comply with any provision of this Agreement.

I. CONTRACT ADMINISTRATION

1. Amendments. This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement must be fully executed by both Department and Vendor.
2. Compliance with Laws. The Parties shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
3. Choice of Law and Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Iowa.
4. Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part by either party without the prior written consent of the other party.
5. Integration. This Agreement represents the entire agreement between the parties, and neither party is relying on any representation which is not included in this Agreement. This Agreement supersedes and replaces any prior agreement between the parties which relates to the Facility.
6. Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.
7. Authority. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture or other association of any kind or agent/principal relationship between the Parties.
8. Delay or Impossibility of Performance. A Party shall not be considered to be in default under this Agreement if such party's performance is delayed or made impossible by an act of God, flood, fire, strike, war, civil disturbance, or any other causes, such as de-appropriation of Department funds, which are beyond the control, fault and anticipation of such party and which, by the exercise of reasonable diligence, such party was unable to anticipate or prevent.
9. Waiver. Except as specifically provided for in a waiver signed by Department and Vendor, failure by either Party at any time to require performance by the other Party or

to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto, or to claim a breach with respect thereto.

10. Notice. Notices under this Agreement shall be in writing and delivered to the representative of the Party at the address below. The effective date for any notice under this Agreement shall be the date of actual delivery of such notice.

Notice to the Department:

Alan Bickell Iowa Department for the Blind 524 4th Street Des Moines, Iowa 50309

Notice to the Vendor:

11. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12. Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives

13. Counterparts. The Parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

14. Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties and referred to herein, then the same shall be deemed incorporated herein by reference.

15. Further Assurances and Corrective Instruments. The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Chapter 5: Licensed Blind Vendor Responsibilities

General Policy

It is imperative that all Licensed Blind Vendors understand and comply with their responsibilities according to the laws and rules that govern the BEP, as well as the policies and procedures outlined in this manual.

It is important all Licensed Blind Vendors realize that unless we all maintain the highest standards; our actions can have an adverse effect on the BEP as a whole. For example, if a business location experiences unfavorable service, the business may share this information with colleagues at other locations. This could negatively influence the working relationship between the Licensed Blind Vendors at the other locations and the location representatives. This could also affect the BEP's future negotiations with these location representatives.

5.1 Respectful Workplace and Preventing Sexual Harassment

Each Licensed Blind Vendor must read and comply with the State of Iowa policies on sexual harassment and sign an acknowledgement form.

5.2 Licensing

Licensed Blind Vendors must maintain the proper licensing required by law for all food establishments, including vending machines and warehouses. License application information is obtained by contacting the Department of Inspections and Appeals at (515) 281-7102.

Applications submitted to Inspections and Appeals, or the contracting county, will result in an inspection prior to issuing licenses. Licenses must be displayed at all times.

5.3 Customer Service

Providing great customer service is essential to success in the service industry. Without customers none of our BEP businesses would survive. Licensed Blind Vendors not only represent themselves and their business, but also the BEP and all other Licensed Blind Vendors and their businesses. It is the expectation of all Licensed Blind Vendors that they are courteous, professional, and attentive to their customer's needs.

5.4 Uniform Guideline

There is no required uniform in the BEP, however, vendors are required to present a positive image of blind people and must dress appropriately with clean, maintained clothes as well as maintaining a well-groomed appearance.

5.5 Clean, Full and Working Vending Machines

Vending machines must be kept clean, full, and working at all times. The BEP considers vending machine to be full when there is merchandise filling at least 75% of product

selections. A clean vending machine can be accomplished by following the guidelines included in this manual.

Licensed Blind Vendors play a critical role in extending the longevity of the vending machines used at BEP businesses. It is vital to the program's overall success that the BEP and its Licensed Blind Vendors maximize the life of all of its vending machines.

Licensed Blind Vendors must comply with the daily, weekly, monthly, and annual cleaning schedule using the vending machine manufacturer's suggested maintenance practices.

Clean means free of visible soil. In vending machine servicing, cleaning is done to maintain product quality and to remove food soils, oils, and mineral stains that could affect product taste, aroma, and appearance.

Sanitizing means the reduction to safe levels of the number of disease-causing bacteria that remain on the surface after cleaning. When you sanitize you create a healthy and hygienic condition. This leads to wholesome food, which in turn leads to satisfied customers.

Cleaning and sanitizing are done in separate steps, as prescribed by health regulations and good industry practice.

Sanitizing is no substitute for good cleaning!

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Chapter 6: Vending Machine Maintenance and Repairs

General Policy

The BEP has state-owned vending machines. Maintaining and repairing these vending machines is an expensive part of operating a vending machine business. One area that can help diminish these expenses is performing regular preventative maintenance on the vending machines. Licensed Blind Vendors must comply with the daily, weekly, monthly, and annual cleaning schedule using the vending machine manufacturer's suggested maintenance practices. The BEP Maintenance and Cleaning Checklist provides a guideline to Licensed Blind Vendors on how to clean and maintain a vending machine so that it remains clean, presentable, and working for their customers.

Generally, a clean vending machine gives the customer a positive perception and can improve overall sales. Licensed Blind Vendors need to implement this checklist as part of their responsibilities of participating in the BEP. These steps will help the BEP vending machines operate for many years.

6.1 BEP Maintenance Business Counselors

The BEP has two Business Counselors that provide maintenance-related support services to Licensed Blind Vendors. These are not service Business Counselors; their position is to instruct and inform.

The Licensed Blind Vendor plays a vital role in keeping vending machines working. It is essential to their success that they learn how to make repairs themselves. The Business Counselors provide ongoing training on the maintenance and repair of vending machines to all Licensed Blind Vendors, individually or in groups, when applicable or requested by the BEP Director or Licensed Blind Vendor. The purpose of the training is to ensure the Licensed Blind Vendors can be as independent as possible in the ongoing maintenance and repairs needed.

The BEP understands that the Licensed Blind Vendor cannot always complete all repairs. However, the BEP expects that all Licensed Blind Vendors will troubleshoot problems and attempt to make the repair prior to requesting technical support from the Business Counselors.

6.2 Maintenance and Repair Services

If a maintenance and repair service is needed, the Licensed Blind Vendors are responsible for covering the cost of those repairs outside of the 45-day rule time period.

Chapter 7: Financial Management and Accounting

General Policy

Businesses that are established by the BEP are recommended to be sole proprietorships. The sole proprietorship is the simplest form of business organization. It has no existence apart from the Licensed Blind Vendor. Its liabilities are the Licensed Blind Vendor's personal liabilities. All of a Licensed Blind Vendors assets, both those used in business and those used personally, can be attached by creditors. If you choose not to own your business as a sole proprietorship, you must have permission from the BEP Director.

The financial management and accounting policies allow for the ongoing analysis of a business's viability. The deductions allowed on a Licensed Blind Vendors monthly report affect the set-aside fund which is used to support the BEP. Any proposed changes to the accounting policies must take into account the affect the changes will have on the set-aside fund dollars.

There may be legitimate business expenses not authorized by the Financial Management and Accounting policy that may be permitted as expenses for tax purposes. It is the responsibility of each Licensed Blind Vendor to process their own business profit and loss statement each year for their own tax purposes. Note that the net profit on the profit and loss statement is the net profit after deducting the set-aside charge.

7.1 Banking

Licensed Blind Vendors must set up a business bank account. The bank account needs to be separate from any personal bank account. Licensed Blind Vendors must deposit all business receipts into their business bank account. Licensed Blind Vendors must also make all disbursements from their business bank account by Electronic Funds Transfer (EFT) or check to ensure all business expenses are documented.

Licensed Blind Vendors must write checks payable to themselves only when making personal withdrawals from their business. This helps identify which disbursements are for business and which are personal. Licensed Blind Vendors may not write business checks payable to "cash".

7.2 Record Keeping

Support financial entries. Canceled checks, paid bills, duplicate deposits slips, and other items that support entries in a Licensed Blind Vendor's bank account or monthly reports should be filed in an orderly manner and stored in a safe place. Memorandums or rough records that approximate income, deductions, or other items affecting tax liability are not acceptable.

Keep financial records. Licensed Blind Vendors must keep the books and records of their business available at all times for an auditor or for review by the Internal Revenue Service (IRS), Iowa Department of Revenue (DOR), or the BEP. For these purposes, all

records must be maintained for a minimum of seven years. It is essential to the vendor's success to keep their records accurate, organized, and complete.

The IRS and the DOR sponsor free workshops on tax issues for small businesses. For more information on these workshops, visit the following website: www.tax.iowa.gov These workshops include discussion on Business Income Tax, Sales Tax, and Employment Taxes.

7.3 Certificate of Assumed Name

A Licensed Blind Vendor who conducts or transacts business in Iowa under a name that is different from their full legal name must register the name of the business by filing a form with the Secretary of State.

7.4 Federal Identification Number and Employer Identification Number

You will need a FEIN if...

- You are a sole proprietorship and have employees; or
- Your business is a corporation; or
- Your business is a partnership; or
- You sell alcohol, firearms or tobacco; or
- You need to pay federal excise taxes

How to apply for a FEIN...

You can now apply for your FEIN online through the IRS Website, or obtain the paper application for FEIN, by downloading pdf form: [SS-4, Application for Employer Identification Number](#).

Licensed Blind Vendors who do not have employees, who are not required to file a return, who do not have a retirement plan for themselves, and who are not required to pay federal excise taxes in connection with their business generally may use their social security number as their federal employer identification number. For more information about this subject go to the IRS website: www.irs.gov/businesses and click "Employer ID Numbers" or call (800) 829-4933.

7.5 Insurance

Workers' Compensation Insurance

Licensed Blind Vendors who have employees must purchase Workers' Compensation Insurance. Licensed Blind Vendors will work with their Business Counselor to determine how best to meet this obligation.

General Liability/Product Liability Insurance

The blind vendor is responsible for carrying the proper amount of liability coverage.

Auto Insurance

The Licensed Blind Vendor is responsible for making sure their vehicle is covered and insured.

7.6 Cash Basis Accounting

The BEP uses a cash basis accounting process, which is the most basic accounting process and common among other BEPs. Cash accounting is a method in which payment receipts are recorded during the period received, and expenses are recorded in the period in which they are actually paid. In cash basis accounting, the Licensed Blind Vendor manages all the transactions of their business.

The Licensed Blind Vendor adheres to all federal, state and local laws and rules and applies good business practice by promptly paying creditors. All Licensed Blind Vendors must carry out their obligations diligently and ethically to protect the reputation and integrity of the BEP, of their fellow Licensed Blind Vendors, and themselves.

Unpaid Bills: Bills that remain unpaid after sixty days shall require a review by the Elected Committee of Blind Vendors. This review will determine whether the bills are in fact in dispute or whether there are extenuating circumstances. In the event that this review determines that the bills are neither in dispute or that there are extenuating circumstances, the ECBV will be asked by the Director of the BEP to recommend termination of the operator agreement.

7.7 Taxes

The accounting policies of the BEP do not reflect all federal and state tax laws and rules. Some business expenses not recognized by the BEP can be justifiably claimed under those regulations. Each Licensed Blind Vendor must maintain all receipts and records necessary to meet their own individual state and federal tax liabilities. For more information on this topic, Licensed Blind Vendors are encouraged to seek the advice of a tax professional.

Delinquent Taxes: taxes which are unpaid sixty days past their due date shall result in automatic termination of the operator agreement.

7.8 Bookkeeping

While some Licensed Blind Vendors do their own bookkeeping, the BEP encourages Licensed Blind Vendors to employ professional accountants. In either case, it is the Licensed Blind Vendor's responsibility to ensure their monthly Reports are complete, accurate, and substantiated with appropriate supporting documentation.

7.9 Overview of Monthly Reports

I. In order for a vendor's Monthly Report to be considered complete and in compliance, it must contain the Monthly Profit and Loss as approved by the SLA or ABV.

(Vendors filing the above documents on a quarterly basis may continue to do so with copies of these documents accompanying the appropriate monthly report.)

II. It is the responsibility of the vendor to submit these documents by the fifteenth day of each month. [Iowa Department for the Blind Administrative Rule 7.13 (216D)].

III. Failure to comply with this policy will be dealt with in accordance with disciplinary action as outlined in 7.17 (216D) of the Department's Administrative Rules.

Vendors must keep original documentation for their records.

Vendors are required at all times to keep their business books and records available for possible inspection by the BEP and state and federal authorized officers or employees. Licensed Blind Vendors must comply with this directive and must have this information readily available at all times.

7.10 Report Processing Procedure

Licensed Blind Vendors must submit monthly reports by the 15th of the succeeding month for the prior month. If the 15th is on a weekend or a holiday, then the reports are due the day after the weekend or holiday.

Reports are to be emailed to the Director of BEP by this time. The BEP Director will then pass the reports along to IDB accounting to be recorded.

7.11 Auditing

Licensed Blind Vendors are subject to periodic audits by the BEP and agencies of the state or federal government. Business Counselors or IDB accounting may conduct monthly audits of the reports and supporting documentation. If the reports and supporting documentation are not complete, the Business Counselor will notify the BEP Director, and contact the Licensed Blind Vendor by email with the errors. The Licensed Blind Vendor will then need to fix the report and if it is after the 15th it will be considered late.

7.12 Vehicle Mileage Logs and expenses

The BEP Vehicle Mileage Log must be completed and submitted to support all vehicle expense entries. Business Counselors can provide Licensed Blind Vendors with a copy of the approved Vehicle Mileage Log.

No matter which accounting method you use for deducting vehicle expense, either based off actual expense, or based off mileage, the maximum deduction for set-aside purposes is \$1200 per month.

7.13 Set-Aside

Operators will pay a percentage outlined in the Administrative rule, of their monthly net income as reported on their monthly profit & loss statements as set-aside to the Iowa Department for the Blind. These funds will be used to purchase new equipment,

refurbish existing equipment, cover administrative costs, and any other use allowed by federal law and regulation.

New Operators

New licensees taking over their first location will be exempt from set-aside payments for their first three months of operation. No net loss carry-over will be allowed for these months.

Payment Schedules

All monthly reports are due to IDB by the 15th of the next month. Set-aside payments will be due to the IDB no later than the 28th day of the month in which the report was filed. Any operator failing to make the correct payment by the deadline for two consecutive months will be charged a \$100 fine for each set-aside payment received after the deadline. Operators submitting more than two late set-aside payments shall be placed on probation and restricted from bidding for transfer or promotion for a period of one year.

Examples of allowable expenses when calculating net proceeds

- Payroll and payroll taxes;
- Merchandise costs;
- Accountant fees;
- Cell phone bill;
- Liability, auto, and other business insurance;
- You may take one of the two deductions for vehicle expense but not both- vehicle depreciation maximum of \$1200 per month; or
- Gas, oil changes, basic vehicle repairs capped at \$1200 per month

Examples of items not allowed to be used in calculating net proceeds

- Entertainment;
- Travel to conferences;
- Conference registration;
- Hotel rooms;
- Meals;
- Initial purchase cost of vehicles, computers, vending equipment, tools, large office equipment, or any other item for which depreciation will be claimed in future months

Please note: Inclusion in this list does not impact an operator's right to claim these business expenses on his/her business taxes as appropriate and allowed by law.

7.14 Processing Payments

Any money due to IDB must be sent to the accounting department or CFO. This money will then be recorded and deposited according to IDB policy. This money can include loan payments or set aside payments. The set aside payment is due by the 28th of each month for the previous month, and will be matched up to the report for that month by accounting.

Chapter 8: Key Security

- 8.1 All keys pertaining to a Business Enterprises facility shall be in the custody of the facility operator.**

- 8.2. Replacement keys or locks for a Business Enterprise facility shall be the responsibility of the facility operator.**

- 8.3 In general, equipment will be delivered to a Business Enterprises facility without locks and it shall be the responsibility of the facility operator to acquire the necessary locking equipment.**

- 8.4 No employee of the Iowa Department for the Blind shall have access by key or any other means to a vending machine, money changer, cash drawer, cash register, or to any other money at a Business Enterprises facility.**

- 8.5 In the case of equipment repair or inventory, departmental employees may have access by key or any other means to a vending machine, money changer, cash drawer, cash register, or to any other money at a Business Enterprises facility only in the presence of and with the permission of the operator or the operator's written designee.**

- 8.6 Appropriate State of Iowa disciplinary procedures shall be taken when a departmental employee is found to have keys to a vending machine, money changer, cash drawer, cash register, or to any other money at a Business Enterprises facility, or has obtained access to said items without the presence or permission of the operator or the operator's written designee.**
- 8.7 Any exception to this policy will require the approval of the Director of the Department for the Blind.**
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Chapter 9: Licensed Blind Vendor Leaves of Absence

General Policy

The Licensed Blind Vendor must inform a Business Counselor and the Director of BEP in writing when they plan to take a medical or general leave of absence.

Whether the Licensed Blind Vendor is on a medical leave, vacation, or taking a personal day, it is essential to the success of the BEP business that the service provided to the customer remains at a high level. If the Licensed Blind Vendor intends to take personal time away from their business, they must notify a Business Counselor in writing at least 5 business days in advance. The notification must describe how they will meet their customer's needs while they are away.

In addition to the leave requirements of the BEP, a Licensed Blind Vendor is also subject to any contractual agreements of the vending operation site, which may require the Licensed Blind Vendor to be present during certain hours of the day and days of the week.

The BEP recognizes there may need to be allowances and flexibility regarding leaves. The nature of a leave is individualized based on the Licensed Blind Vendor's business enterprise. The BEP will take into account the needs of the customer-base and the location when granting and structuring a Licensed Blind Vendor's leave. For example, one location may allow a leave of two weeks with no back-up operator, while another location may not allow the same flexibility.

9.1 General and Medical Leave Requests Procedure

The BEP uses the following procedure to manage general and medical leave requests:

1. The Licensed Blind Vendor submits a written notice 60 days in advance of the general or medical leave to the BEP Director. The written notice must include:
 - The type of leave the Licensed Blind Vendor is requesting;
 - The reason for the leave;
 - A doctor's note for medical leave requests; and
 - The date and time the leave would begin.
2. The BEP Director acknowledges receipt of the request by sending the Licensed Blind Vendor a written response within one business day of receiving the written notice.
3. The BEP Director communicates with ECBV members to determine if they support the leave request. The determination is completed within one week of receiving the written notice
4. The BEP Director notifies the Licensed Blind Vendor in writing within two weeks if the request was approved or denied.

9.2 Denying Leave Requests

If a leave request is denied, the Licensed Blind Vendor must continue to operate the BEP business while complying with the laws, rules and policies of the BEP. If a Licensed Blind Vendor disagrees with this decision, they can appeal it through the grievance process.

Chapter 10: Sponsorship to Conferences

General Policy

The BEP and ECBV support the attendance of Licensed Blind Vendors at local, state, and national conferences, and all Licensed Blind Vendors have an equal opportunity to attend.

The BEP will work with the ECBV to determine if they will sponsor Licensed Blind Vendors to attend a conference. If yes, they will work collaboratively to determine how many Licensed Blind Vendors will be sponsored and the amount of the sponsorship.

10.1 Prior Approval

Any sponsorship to attend a conference requires the Director of BEP to request approval from the Rehabilitation Services Administration (RSA). Once the BEP Director receives approval, the BEP and ECBV will work together to identify who will be sponsored at the specific event. If RSA does not approve the sponsorship request, the BEP will not provide sponsorship to Licensed Blind Vendors to attend the conference.

The BEP Director must follow the IDB Prior Approval Process by completing the Prior Approval Form and receive approval from RSA prior to any program sponsorship.

10.2 Funding for Conferences

The BEP does not have the funds to send everyone to conferences and will limit the amount of funds attributed to this initiative. In those instances, where the BEP and ECBV decide to sponsor more than one Licensed Blind Vendor, the approved stipend amount will be distributed evenly among the sponsored Licensed Blind Vendors.

Chapter 11: Elected Committee of Blind Vendors

General Policy

The Elected Committee of Blind Vendors (ECBV) is an advisory committee. The ECBV does not have decision-making authority. There will be times when the BEP will seek feedback from the ECBV on major administrative decisions and policy and program development. This feedback will be taken into consideration before the BEP makes its final decision.

For the complete ECBV Bylaws, see Appendix B.

11.1 Roles and Responsibilities

- Actively participate with the SLA and provide feedback on administrative decisions, such as BEP policy development;
- Actively participate in, review and provide feedback on new and amended policies and procedures that impact the overall administration of the BEP;
- Receive and transmit grievances of licensed blind vendors to the state licensing agency and serve as their advocates;
- Actively participate with the state licensing agency in the administration of the transfer and promotion system for licensed blind vendors;
- Actively participate with the state licensing agency in developing training and retraining programs;
- Sponsor, with the assistance of the state licensing agency, meetings and instructional conferences for Licensed Blind vendors; and
- Actively participate with the state licensing agency in the approval or denial of Licensed Blind Vendor leave requests.
- Keep confidential information shared in conjunction with serving on the ECBV.

11.2 Composition

The composition of the ECBV membership is mandated through State and Federal statute. All members must be active Licensed Blind Vendors operating a BEP business.

Members of the ECBV are elected for a two-year term. One member shall be elected to serve as chairperson. There is no limit to the number of terms an individual may serve.

11.3 Professional Standards

All committee members are to present themselves professionally and with good conduct whenever they are representing the BEP ECBV. Members must follow the standards outlined in the Respectful Workplace policy.

Chapter 12: Full Service Vending

12.1 General Description

The Iowa Department for the Blind (IDB) Business Enterprises Program (BEP) is designed to give individual blind Iowans the opportunity to operate their own businesses, doing the work themselves and through employees they hire and supervise. Full-service vending is a service offered by for-profit companies, which service and fill machines for a set fee or share of machine proceeds. Under a full-service vending agreement, no work on site is done by the person contracting for the service. In general, the Iowa BEP does not allow full-service vending at locations it licenses blind vendors to operate because the program expects blind vendors themselves to operate the locations. For this reason, a general prohibition on full-service vending will be written into Iowa BEP Operator Agreements.

12.2 SLA Specifications

For the reasons listed above, the SLA will in general expect to see bid specifications for locations available for promotion or transfer that prohibit full service for that location. The SLA will in general only approve applicants for locations who intend to operate the location personally and through the hiring and supervising of employees. All facilities, locations and satellites are expected to be manager-operated unless a written exception pursuant to Paragraph 12.3 of this policy concerning a specific manager and location is on file.

12.3 Satellite Locations

Under an operator agreement, there can arise situations where a blind vendor who is operating a location or locations personally and through employees can add income by adding new locations to those already being operated. These are often referred to as 'satellite locations'. Some satellite locations can be operated profitably when handled personally by the blind vendor or his or her employees while others cannot due to extenuating circumstances such as distance and the need to hire drivers. If the blind vendor is operating locations personally and wishes to add a location too distant to handle personally or through employees, then the blind vendor can ask the Committee of Blind Vendors, and the SLA, for permission to add the satellite as a full-service location. Documentation of these extenuating circumstances should be assessed and reported by BEP staff. Under these circumstances, if the Committee of Blind Vendors, and the SLA grants permission, that permission will be added to the blind vendor's

Operator Agreement, specifically indicating what location has permission for full-service vending, and the Committee's minutes will reflect the reasons why permission for full-service vending was granted for any specific location, including any relevant BEP staff material.

12.4 Pre-Existing Full Service

While this policy on full-service vending has been a long-standing policy of the Committee of Blind Vendors, and the SLA, some full-service vending sites have been added without the Committee's permission, and these sites, in existence before the adoption of this policy, are specifically approved as pre-existing arrangements. When the Operator Agreement concerning any full-service location is moved to a new operator, each full-service situation will be reviewed by the Committee of Blind Vendors, and the SLA, and confirmed or rejected under this policy. No new full-service locations after the adoption of this policy will be approved except as described.

12.5 Over-Ruling the Committee

If the Director of BEP or the Director of IDB decides to approve a full-service location rejected by this Committee, then the Director of BEP or the Director of IDB should take four actions: First, provide to the Committee in writing the reason for overruling the Committee; Second, provide the same information to the involved operator; Third, present the letter with its reasons to the Committee at its next meeting, ensuring that the letter and its reasons will be contained in the official record of proceedings of the committee; and, Fourth, add the full-service location, thus approved to the operator agreement of the blind vendor.

12.6 Transparency

Where full-service vending is in practice, the operator will submit any contracts that are in force with any company providing full service. For accountability purposes, the vendor will submit data on the monthly profit and loss statement as prescribed and submit all 1099 forms received by the vendor from the full-service company to verify facility income.

Chapter 13: Business Reviews

General Policy

The purpose of the business review is to go over the vital areas (e.g. agreements, operational processes and financial information) of the BEP business to assess what is going well and where changes and improvements can be made to maximize the profitability of the BEP business.

Annually Business Counselors complete a BEP business review that is gone over with each Licensed Blind Vendor. Business Counselors will work collaboratively with Licensed Blind Vendors to schedule the business review at a time and place convenient for both parties.

Steps:

1. The Business Counselor will gather the financial information for the last two calendar years so he or she can review this information with the Licensed Blind Vendor.
2. The Business Counselor and Licensed Blind Vendor work together to identify a convenient time to meet and go over the completed business review.
3. The Business Counselor reviews the business information with the Licensed Blind Vendor and documents feedback.
4. The Business Counselor and the Licensed Blind Vendor discuss the accomplishments and challenges in the last year and those anticipated for the upcoming year.
5. The Business Counselor updates the business review to reflect the answers and feedback provided by the Licensed Blind Vendor.
6. The Business Counselor sends the Licensed Blind Vendor a final copy of the business review within 10 business days after the meeting.
7. If items are found to not be in compliance with policy, corrective action steps will be outlined and a date of completion will be noted.

Chapter 14: BEP Inventory Process

General Policy

An inventory is conducted when there is a change in ownership of a BEP business. A Licensed Blind Vendor or student acquires ownership of merchandise and supplies when inventorying into a BEP business.

14.1 The inventory process is arranged with the Business Counselor who has the location in their area.

14.2 The departing Licensed Blind Vendor is responsible for removing all merchandise or supply inventory considered non-transferable.

14.3 The incoming and departing Licensed Blind Vendors are required to meet together with BEP staff and a member of the committee, to count the merchandise, cash, and supplies and provide the Business Counselor with the final inventory amount.

Agency and personal representatives may assist in the inventory process. An agency representative will also assess the condition of equipment during the transfer.

14.4 The BEP Secretary will enter the information onto a spreadsheet and the outgoing Licensed Blind Vendor will extend the inventory based off the price paid, using inventories as proof.

14.5 Policy on what items are transferable are as follows:

1. No outdated product shall be counted.
2. No product shall be older than one (1) year unless both managers agree that the product should be counted. Invoices shall be used as proof of dates of purchase.
3. Products with code dates within two (2) weeks of the date of the inventory shall be negotiated with the ability to sell the items prior to their expiration date being the determining factor.
4. All previously prepared products shall not be counted unless both managers agree that the item should be counted.
5. The inclusion of pre-priced products shall be negotiated between the outgoing and incoming manager.
6. Damaged products shall not be counted.

14.6 INVENTORY PRICING AND SETTLEMENT:

1. When products in the inventory are priced by the outgoing manager, the purchase price paid by the outgoing manager shall be used. Invoices shall provide proof of purchase price.
2. All cash and products become the responsibility of the incoming manager once both managers sign the inventory settlement sheet.
3. If the final pricing and settlement of the inventory have not been completed within twenty (20) calendar days, from receipt of spreadsheet, the outgoing manager must notify the BEP Director for assistance. If a final resolution has not occurred within thirty (30) calendar days, the BEP Director and the Chair of the Committee of Blind Vendors shall appoint an Arbitration Committee consisting of the outgoing and incoming managers, a BEP staff member selected by the BEP Director, and a manager selected by the Chair of the Committee of Blind Vendors who shall also serve as the Chair of the Arbitration Committee. The committee shall reach a settlement within thirty (30) calendar days of its appointment.

14.7 CASH ON HAND REQUIREMENTS are suggested amounts and are negotiable between the incoming and outgoing manager.

1. \$200 in the cash register
2. \$200 in each bill changer
5. Vending machine coin mechanisms filled to the top sensor.

Chapter 15: Asset Inventory

General Policy

Items purchased and owned by the State of Iowa are not the property of the Licensed Blind Vendor and must remain with the business until removed by the BEP.

The BEP will maintain an inventory of all program equipment and vending machines, updated annually, with an original purchase value of \$800 or more.

15.1 Definition of State Assets

State assets are purchased and owned by the state. Assets may include:

- Vending machines
- Coin sorters
- Bill counters
- Cash registers
- Storage containers or shelving
- Carts

15.2 Asset Stickers on Equipment and Vending machines

All state assets with an original purchase value of \$4,999 or less will be tagged with the BEP property tag.

All state assets with an original purchase value of \$5,000 or more will be tagged with the capital asset tag. Capital assets with a \$5,000 initial purchase price, will be listed and maintained on a BEP asset inventory spreadsheet maintained by IDB accounting. BEP assets with an initial purchase price between \$800 and \$4,999 will be listed and tracked on a spreadsheet maintained by the BEP secretary. Only assets in the BEP asset class, that are purchased after this policy is in place, need to be tracked.

15.3 Asset Sticker Placement

Asset stickers must be placed for easy visibility but in a reasonably protected spot. Tags should not be placed where they will be subject to wear.

The Business Counselor will place the asset sticker on the asset within 30 days of the BEP receiving the asset. Business Counselors must inform IDB accounting, and the BEP secretary, of any purchases requiring an asset tag.

15.4 Asset Inventory

The Business Counselor must notify IDB accounting, or the BEP secretary, via email with the following information when there are equipment changes:

- The model, serial and state property asset number;
- Where the asset currently is located; and
- Where the asset was moved

IDB accounting, or the BEP secretary, will update the asset inventory spreadsheet within 10 business days of the change.

15.5 Asset Invoicing and Tracking

All assets are inventoried in an Asset Inventory Spreadsheet. The spreadsheet is

updated annually and will be retained for seven state fiscal years.

The Asset Inventory Spreadsheet will be used to help Accounting Department verify all capitalized assets annually.

Current Assets

This section contains a listing of current state assets with a purchase price of \$800 or more. Current assets are inputted into the spreadsheet once the item has been received.

Recycling Assets

When it is determined that an asset is no longer functional and needs to be disposed of or recycled, the Business Counselor will contact the BEP Director to determine how to proceed. The BEP will strip all obsolete or recycled assets for parts to be used to support other BEP assets. Any items disposed of need a fixed asset deletion form sent to accounting.

Licensed Blind Vendors will inform their Business Counselor if an asset has been stolen or damaged. The Business Counselor will work collaboratively with Licensed Blind Vendor, BEP Director, and location representative to resolve the issue.

IDB accounting will track the recycling activity of all assets in the spreadsheet:

- Asset name
- Serial number
- Model number
- State property number
- Date asset is removed from inventory
- Brief description of how it was processed (e.g. stripped for parts, recycled at [specification location] for [cost])

15.6 Filing of Paid Invoices

All invoices will be paid by the accounting department with supporting documentation retained by that department according to State and agency policies.

All paid invoices for BEP assets are filed by the BEP secretary. Each purchasing vendor that the BEP does business with will have a separate file. Each file will contain invoices for that specific vendor for the state fiscal calendar year, July 1st through June 30th. Paid invoices will be retained for seven state fiscal years.

Chapter 16: Vending Machines and Vending Machine Moves

General Policy

The BEP provides state-owned equipment and vending machines for each BEP business. The right, title, and interest in this equipment is vested in the State of Iowa. No vending machines may be added, altered, or removed from the business except at the direction of the BEP Director. The licensed blind vendor must exercise all possible care with the vending machines and must not make any alterations, changes, or additions.

One of the goals of the BEP is to dispel misconceptions about blind people by showcasing their abilities. The BEP prefers that Licensed Blind Vendors fill the third party vending machines. The BEP recognizes that there may be times where having the third party vendor provide this service makes business sense. The Licensed Blind Vendor must receive approval according to policy, before proceeding with the full-service option.

16.1 Vending Machine Moves

The following procedure will be followed for installation or removal of all vending machines from BEP businesses:

1. Business Counselor works with Licensed Blind Vendor to schedule the vending machine move. Both parties must agree on a move date prior to scheduling the move. Any changes to this move date must be conveyed to the other party no later than 24 hours before the move date whenever possible.
2. Business Counselor conducts a survey of the location to develop a plan for the move.
3. Business Counselor sends the BEP Director an email request to schedule the move. This request includes the estimated cost for the move.
4. The BEP Director approves or declines the request. If declined, the Business Counselor will notify the Licensed Blind Vendor. If the Licensed Blind Vendor disagrees with the decision, they are encouraged to contact the BEP Director to discuss the decision.
5. Once approved, the Business Counselor contacts moving contractor to check available move dates.
6. Licensed Blind Vendors must be present at the location when the move happens.
7. Licensed Blind Vendors must remove all product and personal items from any vending machine, equipment or fixtures being removed no later than the day before the vending machine move. If the Licensed Blind Vendor does not remove product from the vending machine, they will be responsible for the costs associated with the removal of the product, including additional time charges from the moving contractor.

8. The Licensed Blind Vendor will be required to complete vending machine training on unfamiliar equipment prior to delivery. .
9. The Business Counselor sends the BEP secretary an email within five (5) business days of the move with the updated asset inventory information.

Vending machine moves are an arduous process, and it is imperative that all stakeholders work collaboratively to ensure a smooth transition.

Chapter 17: Grievances

General Policy

Licensed blind vendors shall be informed in writing at the time they are licensed of their right to and the procedures to be followed for obtaining an informal administrative review or a full evidentiary hearing regarding an agency decision.

111-8.1(216D) Steps in appeals process. There are four steps in the appeals process of the Iowa department for the blind's business enterprises program:

1. Informal conciliation;
2. Hearing before the commission;
3. Full evidentiary hearing; and
4. Arbitration

These steps must occur in the order in which they are listed and are more fully described herein, except that step 2 is optional.

17.1 Informal conciliation

Step 1: Informal conciliation. This is the necessary first step in the process to resolve any grievance. Either the vendor or the staff can commence informal conciliation. Informal conciliation must occur before any other steps in the grievance process can be used.

Informal conciliation occurs all the time and is not usually given a name by the participants, but is sometimes called administrative review. It can (but does not necessarily) involve a personal meeting between the vendor and the staff. Informal conciliation occurs when either the vendor or the staff is dissatisfied with the action of the other and contacts the other to try to work out the dissatisfaction. This contact can be by phone, by letter, or in person and usually involves discussion and negotiation of the point over a period of time. Both vendor and staff have an interest in working out grievances informally since this is the least costly, least time-consuming, and least disruptive way of resolving differences.

However, both the vendor and the staff have the right to stick to their opinion and to move to the next step in the grievance process if informal conciliation does not resolve the grievance in a manner satisfactory to them. If either the vendor or the staff remains dissatisfied after a good faith effort by both to resolve the grievance, then either vendor or staff can move to the next step.

17.2 Hearing before the Commission

Step 2: Hearing before the commission. This step is only available to the vendor. The staff cannot initiate a hearing before its own policy-making entity. This step is simply an option for the vendor. The vendor may choose to skip this step completely and move directly from step 1 to step 3. If the vendor chooses to skip step 2, the vendor has used all administrative remedies available to the vendor, including the option to skip a remedy.

a. The commission makes its own rules concerning procedure case-by-case at the hearing itself. If either the vendor or the staff is unsure about the procedure, the commission members should be asked to explain the procedure before the hearing starts. These hearings are generally informal, conducted by the commission so that both sides have an opportunity to present to the commission whatever the commission believes is relevant to the decision it is being asked to make.

b. It is possible that, under certain circumstances, a hearing before the commission would be a closed hearing. Unless all the proper circumstances exist to close the hearing, the hearing must be held as a part of an open, publicized meeting of the commission and listed on its agenda. One set of circumstances which could close such a hearing will arise when the vendor is seeking, as a part of the commission's decision, that the commission "evaluate the professional competency" of a department staff member concerning that staff member's "appointment, hiring performance, or discharge" and when that staff member asks the commission to go into closed session as provided in the Iowa open meetings law, Iowa Code chapter 21.

c. Another set of circumstances which could close the commission hearing may arise if the vendor or the staff wishes to raise during the hearing matters which are considered confidential. The documents which are confidential are likely to be very limited and the decision to close the hearing or to leave it open will have to be made on a case-by-case basis.

d. The Iowa open meetings law, Iowa Code chapter 21, insists that only those meetings or parts of meetings specifically exempted by a precise section of the law may be legally closed; therefore, if an exemption is not specifically met, the meeting of the commission under this sub rule shall be open.

e. A vendor who has used this step in the appeals process and is dissatisfied with the result then moves to step 3.

17.3 Full Evidentiary Hearing

Step 3: Full evidentiary hearing. Either a vendor or the staff can commence the full evidentiary hearing process, which is a required step in the appeals process. A full

evidentiary hearing is part of the appeals process guaranteed to the vendor by the federal Randolph-Sheppard Act.

a. The full evidentiary hearing process is governed by rule 8.2(216D).

b. If the vendor is dissatisfied with the decision after a full evidentiary hearing, then the vendor may move to step 4.

17.3 Arbitration Panel

Step 4: Arbitration. A vendor can commence arbitration if dissatisfied with the ruling after a full evidentiary hearing. Arbitration is a required step in the appeals process. Arbitration is a part of the appeals process guaranteed to the vendor by the federal Randolph-Sheppard Act. Essentially, arbitration occurs by the vendor's filing a complaint with the United States Secretary of Education, who then convenes a three-member arbitration panel. The vendor chooses one member of the three-member arbitration panel, the department chooses the second member, and those two persons choose a third person agreeable to both who serves as chair of the arbitration panel. At the full evidentiary hearing and the arbitration stages of the appeals process, proceedings shall be conducted much like proceedings in a court of law. Both these proceedings are open to the public. The department is normally represented at both by an assistant attorney general. The vendor may be represented by an attorney or by a knowledgeable friend at the commission hearing, the full evidentiary hearing, and the arbitration hearing. The court-reported record of testimony and the documents admitted into evidence at the arbitration step shall serve as the complete record of proceedings for any further appeals. No more evidence can be added if the vendor or the department appeals the arbitration panel's decision into the federal courts. Appeal from the arbitration decision goes to the federal district court and can go as far as the supreme court of the United States.

111-8.2(216D) Full Evidentiary Hearings

These rules define procedures under which full evidentiary hearings, required by the Randolph-Sheppard Act, shall be conducted in Iowa.

Appendix A: Maintenance and Cleaning Checklist

Coffee Machines

Daily Maintenance

- Replace burned-out or discolored light bulbs
- Empty bill validator
- Replenish coin tubes in the coin mechanism
- Clean and fill ingredient canisters
- Sanitize cup station
- Inspect mixing bowls, run bowl rinse
- Inspect and clean brewing system
- Clean the exterior of the merchandiser
- Tap grinder delivery tubes to prevent clogging
- Check filter paper quantity & operation (if equipped)
- Test vend the merchandiser

Weekly Maintenance

- Thoroughly clean inside of merchandiser
- Inspect for overall cleanliness and clean as needed
- Sanitize product tubing and dispensing nozzles
- Sanitize mixing bowls and whipper housing

Monthly Maintenance

- Inspect and clean coin mechanism and bill acceptor
- Check water filter service limit
- Inspect price, location and product labels and replace as needed
- Clean exhaust filter and vent screens

As needed

- Replace or repair any cosmetic or functionality concerns with machine per the Operator Agreement

Snack Machine

Daily Maintenance

- Replace burned-out or discolored light bulbs
- Empty bill validator
- Replenish coin tubes in the coin mechanism
- Clean any residue on product shelves
- Check operation of delivery door
- Wipe down outside of merchandiser including glass
- Test vend the merchandiser

Weekly Maintenance

- Check level of machine so product drops correctly
- Inspect machine interior and exterior and clean as needed

Monthly Maintenance

- Inspect and clean coin mechanism and bill acceptor
- Inspect price, location and product labels and replace as needed

As needed

- Replace or repair any cosmetic or functionality concerns with machine per the Operator Agreement

Cold Beverage Machines (Cans/Bottles)

Daily Maintenance

- Empty bill validator
- Replenish coin tubes in the coin mechanism

- Check the inside of the vendor for water accumulation, rust marks, moisture around the edges of the inner door and address as needed
- Clean merchandiser exterior and inside as needed
- Check product temperature for proper cooling
- Test vend the merchandiser
- Investigate any unusual sounds (fan blades hitting something, refrigeration lines rattling, etc.) and check operation of inner delivery door flap to prevent freeze ups

Weekly Maintenance

- Check condensation pan, empty as needed and check for proper drainage

Monthly Maintenance

- Check and clean the compressor condenser coils
- Check and clean intake and exhaust screens
- Lubricate the latch strike nut periodically with petroleum base grease
- Inspect price, location and product labels and replace as needed
- Inspect and clean coin mechanism and bill acceptor

As needed

- Replace or repair any cosmetic or functionality concerns with machine per the Operator Agreement

Refrigerated Food or Refrigerated Snack Machine

Daily Maintenance

- Replace burned-out or discolored light bulbs
- Empty the bill validator
- Replenish coin tubes in the coin mechanism
- Test vend the merchandiser
- Clean product shelves as needed
- Check temperature of the cabinet

- Inspect machine interior and exterior of machine and clean and sanitize as needed

Monthly maintenance

- Inspect and clean the coin mechanism and the bill acceptor
- Clean the intake and exhaust screens. Inspect air filters and clean or replace as needed
- Inspect price, location and product labels and replace as needed

As needed

- Replace or repair any cosmetic or functionality concerns with machine per the Operator Agreement

Frozen Food

Daily Maintenance

- Replace burned-out or discolored light bulbs
- Empty the bill validator
- Replenish coin tubes in the coin mechanism
- Test vend the merchandiser
- Check temperature of the cabinet
- Clean merchandiser interior and exterior as needed

Monthly Service

- Check and Defrost unit as needed
- Clean the intake and exhaust screens
- Inspect price, location and product labels and replace as needed
- Inspect and clean coin mechanism and bill validator

As needed

- Replace or repair any cosmetic or functionality concerns with machine per the Operator Agreement

Appendix B: ELECTED COMMITTEE OF BLIND VENDORS

IOWA STATE ELECTED COMMITTEE OF BLIND VENDORS BYLAWS

Article I

Name.

The name of the organization shall be the Iowa State Elected Committee of Blind Vendors.

Article II

Purpose.

The purpose of the committee shall be to:

- A. Actively participate with the Iowa Department for the Blind (hereinafter known as the department) in the policy, program development and major administrative decisions affecting the Business Enterprises Program.
- B. Serve as an advocate for a vendor who has a grievance, and at the request of the vendor receive and transmit the grievance to the department.
- C. Actively participate with the department in the administration of the system for the transfer or promotion of vendors.
- D. Actively participate with the department in the development of training programs for vendors and trainees.
- E. Sponsor, with the assistance of the department, meetings and instructional conferences for vendors and trainees of the Business Enterprises Program.

Article III

- A. Election of committee and officers, duties of officers, and meetings.

1. The committee shall consist of five members. All members shall be actively licensed vendors. All actively licensed vendors shall be eligible to participate in the election of the committee. The election shall take place in even-numbered years during the statewide meeting of vendors held in the last calendar quarter of the year. Terms of the members shall be for two years. When possible, the committee shall be representative of all vendors with respect to geographic region and type of vending facility.
 2. Should a vacancy occur during a member's term on the committee, a replacement shall be elected for the remainder of the unexpired term at the next statewide meeting of vendors.
 3. Committee members shall be in good standing with regard to payment of bills and taxes, payroll receipts, filing of reports, settlement of inventories, and all other documents required and set forth by the committee as set by the department. A compliance review shall be held by the committee two times each year. The reviews usually will be held during the meetings preceding the next scheduled statewide meeting of vendors.
- B. Election and Duties of Chairperson and Vice Chairperson.
1. The Chairperson and Vice Chairperson shall be elected at the statewide meeting of vendors.
 2. It shall be the duty of the Chairperson to preside at meetings, maintain orderly proceedings at such meetings, and insure that all views are afforded a fair opportunity for expression.
 3. It shall be the duty of the Vice Chairperson to perform the same duties in the absence of the Chairperson.
- C. Meetings.
1. The committee shall meet at 3:00 p.m. on the first Tuesday of each month. Special meetings may be requested either by the committee or the department. Unless otherwise required as permitted by law, all meetings, regular and special, shall be public.
 2. In order to take any official action, either at a regular or special meeting, a quorum must be present. A quorum shall consist of three members of the committee.

Article IV

Review of request for transfer or promotion.

When, in accordance with the procedures in Chapter 7 of the Iowa Department for the

Blind's Administrative Rules, the department has solicited and received bids from a number of licensed vendors to fill a vacancy in the vending facility's program, the committee shall receive and review all bids that have been submitted. The committee shall, as appropriate, request detailed information from the department on the qualifications of each candidate. The committee may, at its discretion, request information from other persons or accept information that has been volunteered. Each candidate for transfer or promotion will be accorded an opportunity to meet with the committee and promote their candidacy. The committee may ask any such candidate questions that it deems appropriate to illicit the information necessary for the making of a recommendation on the best-qualified vendor for the vacancy in question.

In arriving at its recommendations, the committee may take into consideration any or all of the following factors or any others that seem to be reasonably significant.

- A. Priority assignment of a displaced vendor.
- B. Ability to meet the requirements of operating a facility.
- C. Trainee reports or performance evaluation scores obtained during the preceding five years.
- D. Work attitudes, including good customer relations, cooperation with property management, and participation in instructional conferences.
- E. Knowledge and application of sound business practices, including adequate and accurate accounting procedures, maintenance of reasonable productivity standards, cleanliness and sanitation, and reasonable return related to the volume of business.
- F. Timely filing of specified documents, reports, and fees to the department.
- G. The number of years that the vendor has been actively licensed in the Iowa program when the same score is received by two vendors.

The committee shall promptly inform the department of its recommendation.

When any member of the committee has submitted a request for transfer to a vacancy, said member shall be disqualified from participating in the deliberations of the committee as it reaches its recommendation. Any such member may not vote on the recommendation of the committee. Such member may, however, submit relevant material to the committee and shall be entitled to be interviewed by the committee prior to its deliberation and decision. This clause shall also apply to committee members' relatives.

Article V

Executive Session Committee Meetings and Confidentiality.

- A. The committee may call an executive session to discuss items of a confidential nature. In calling such a session, the committee shall comply with all clauses of the Iowa open meetings law.
- B. The committee is governed by 34 CFR 361.38 (as published in 2001) regarding protection, use, and release of personal information. Committee members found to be in violation of this Regulation shall be asked to leave the committee.

Article VI

Adoption and Amendment.

These bylaws may be adopted and amended at any statewide meeting of vendors.

Approved 11/93

Revised and Approved 4/20/01

at the Statewide Meeting of Blind Vendors