Business Enterprise Program Policy and Procedures Manual

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Section 1: Introduction

The information that follows will explain the rights and responsibilities of the Division of Blind Services (DBS), the rights and responsibilities of a Vendor, and the relationship between these parties. Specifically, this manual contains the policies and operational procedures by which the Bureau of Business Enterprise (BBE) is administered.

As you use this manual, you may encounter the following acronyms:

ASC - Administrative Services Consultant
BBE - Bureau of Business Enterprise
CEU - Continuing Education Unit
CFR - Code of Federal Regulations
DBS - Division of Blind Services
DFS - Department of Financial Services
DMS - Department of Management Services
FAC - Florida Administrative Code
FS - Florida Statutes
LOFA - Licensed Operator Facility Agreement
MBR - Monthly Business Report
MFMP - My Florida Market Place
MIT - Miscellaneous Invoice Transmittal
OJT - On-the-Job Training
USC - United States Code
VR - Vocational Rehabilitation

1.1 Preface

The Bureau of Business Enterprise (BBE) was established as a result of federal law and supported by state statute to provide employment opportunities for blind individuals in the food service and vending machine industries. The federal Randolph-Sheppard Act mandates that such opportunities on federal property be first offered to state agencies such as the Florida Division of Blind Services (DBS). Florida Statute (FS) 413.051 provides the same first right of refusal priority to be given on State property. With the development of the Interstate Highway system, the Kennelly Amendment to the federal Surface Transportation Act {23 USC Section 111 (b)} obligates the Florida Department of Transportation to first offer DBS any vending machine operations at Interstate Rest Areas and Welcome Centers.

The Randolph-Sheppard Act is regulated by Title 34, Part 395 of the Code of Federal Regulations (CFR) and the Little Randolph-Sheppard Act, is regulated by Chapter 6A-18 of the Florida Administrative Code (FAC). Individuals should contact a Regional Business Enterprise Consultant or the DBS State Office regarding any information not found in this manual or an explanation of any of the included items.

Signature Required: Each Trainee will be given a copy of this Manual in an electronic format. Recipients will sign an acknowledgement of having received this information. This

Manual may be revised as needed with the most current edition always available on the BBE Web site.

1.2 Purpose

The purpose of the Division's BBE is to provide the opportunity for persons who are blind or legally blind to obtain gainful employment. These opportunities are provided through the establishment of vending facilities, each as an independent business, to be managed by persons who become licensed through the DBS.

1.3 Program Eligibility

Eligibility for licensure by D.B.S. is set forth in the Title 34, Part 395.7, CFR and the Chapter 6A-18.042, FAC. The criteria are summarized here due to its verification importance.

1. Legal blindness
2. U S Citizenship
3. 18 years of age or older
4. High School diploma or its equivalency
5. Pass a security background investigation
6. BBE certification as qualified to operate a facility

Each requirement must be corroborated with written evidence and documentation.

1.4 Division Retention of Records

The division retains active files of a Licensee or Vendor for five years. After this time, records are archived according to the retention requirements established by Chapter 413.013 of the Florida Statutes. Records of licensees include documents such as monthly reports, letters, and Licensed Operator Facility Agreements (LOFA). Some data is maintained electronically. Records in the custody of the BBE, not subject to public record exemption, are available upon request.

Section 2: BBE Application, Training, and Licensure

2.0 BBE Application Process

Persons who are interested in participating in the BBE must first apply for DBS services. Those interested can apply on line at http://dbs.myflorida.com/Information/Apply/index.html. An individual licensed from another state or a licensed vendor from Florida who has not actively held a contract within the past five years must go through this same process.

Clients interested in the BBE often have misconceptions about what it is like working in a food service or vending machine operation. It is important to assess what the client knows and provide a realistic view of what the client should know before expending time and resources unnecessarily. The application process involves the following nine (9) steps:

- Client expresses interest in the BBE program and meets with the DBS Vocational Rehabilitation (VR) Counselor.
- Client completes a Vocational Assessment.
- Counselor reviews results of Vocational Assessment as well as results from any other pertinent training received by the client within the last calendar year to determine if the client meets minimum qualifications. Counselor may recommend further assessments and training as needed.
- If client meets minimum qualifications, counselor schedules meeting for client with the Regional BBE Business Consultant.
- Client completes and submits application with all necessary paperwork to the VR counselor who forwards to the State Office.
- Applicant completes and passes background screening.
- Applicant completes the Assessment Interview and receives recommendation from the interview panel.
- Applicant successfully completes Work Experience (10 days)
- Administrative Services Consultant (ASC) schedules applicant for the next available training class.

2.1 Work Experience

If the Interview Panel recommends the applicant for the BBE training program, the Administrative Services Consultant (ASC) will set up the next step of the assessment, a ten-day Work Experience for the applicant with a local BBE program vendor. The purpose of this exercise is to give the applicant on-the-job experience which will help them determine:

- If this is the vocation they want to commit to and do for a living, and
- Provide an environment where an experienced operator can assess them.

2.2 Training Classes

The Division of Blind Services operates a residential Rehabilitation Center in Daytona Beach, Florida. An individual lives at the Center for the duration of the BBE training offered there.

When an individual attends the Center for training, he/she will undergo eighteen (18) weeks of modules covering the required course work. A score of eighty percent (80%) or above is required to pass each module. If the trainee does not receive a passing grade after two attempts, they will need to request permission from the BBE Bureau Chief in order to take the exam a third time.

The training modules are as follows:

- Vending Module (4 weeks)
- Business Start up Module (2 weeks)
- Record Keeping Module (3 weeks)
- Food Safety Module (2 weeks)
- Food Service Module (4 weeks)
- Business Management Module (3 weeks)

2.3 On-The-Job Training (OJT)

OJT builds on skills already achieved in the basic modular training and gives the opportunity for hands on training in an actual BBE Facility. The State Office notifies the Counselor and Client of the location and start date of OJT. The training takes four (4) to ten (10) weeks. Emphasis is placed on proper food handling, inventory control, menu planning, vending machine maintenance, customer satisfaction and basic business management including completion of the Monthly Business Report (MBR) and the Request for Reimbursement forms.

2.4 Licensure

After successfully completing all of the training competencies, the BBE State Office schedules the client for a Licensure Examination. Questions are developed from important duties and responsibilities included in Chapter 6A-18 (FAC); the Licensed Operator Facility Agreement (LOFA); the BBE Manual; ServSafe Study Guide; and Vending Machine Programming Guides. A score of eighty percent (80%) or above is required to earn a recommendation for licensure. If this threshold is met and all training reports and eligibility documents are in order, the BBE State Office issues a numbered license to the client, who then becomes a Licensee and eligible to compete for BBE facility vacancies. The license shall be perpetual, but subject to suspension, revocation or surrender as specified in other sections of this Manual.

2.5 Background Screening Requirements

Individuals seeking to be licensed or to continue to be licensed under the Division's Business Enterprise Program shall submit to background screening as set forth in Chapter 6A-18.042, FAC Background screening shall be carried out consistent with screening standards set forth in the Division of Blind Services' Affidavit of Good Moral Character (DBS-BBE Form #002). To be considered for licensing, an individual must successfully pass the background screening either by the absence of a disqualifying offense in the individual's history or by a grant of an exemption from disqualification in the event of a disqualifying offense in the individual's history.

Employees of vendors subject to Level 1 background screenings required by Department of Management Services (DMS) must also successfully pass the background screenings either by absence of a disqualifying offense in the individual's history or by being granted an exemption according to the provisions in this policy.

Procedure for Notification of Applicants and Licensees: Individuals who consented in writing to a background screening and have no disqualifying events shall receive notice of that from the Division. Notification for disqualifying offenses will be made to individuals by certified mail.

Those who subsequently were disqualified from participation in the Business Enterprise Program by findings of the background screening may request an exemption from disqualification.

Procedure for an Exemption of Disqualified Applicants and Licensees: All requests for exemptions from disqualification shall be in writing, prepared by the requestor, and addressed directly to:

Director, Division of Blind Services
Turlington Building, Room 1114
325 West Gaines Street
Tallahassee, Florida 32399

Written requests for exemptions must be made within 21 calendar days of the requestor's receipt of written notification of the Division's intent to disqualify due to findings in the background screening report. Requests may be sent via the postal system or by email.

All such requests must address the following 4 elements:

1. The passage of time since commission of the crime(s). A minimum of 3 years since the requestor has been released from all requirements by the legal jurisdiction imposing the sanctions. Examples may include but not be limited to.

    - Certified Court of Record Ending Probation sent directly to the Division.
    - Proof by receipt that court costs, restitution or any other financial obligation have been paid in full;

- Proof on letterhead from any agency where community service was performed disclosing the requestor's
- Number of hours spent,
- Nature of work performed,
- Punctuality and attendance,
- Cooperation with oversight of work performed, and
- Benefit to the host agency of the work performed.

2. The circumstances surrounding the crime(s);

    - Written self-disclosure by the requestor, and
    - Written statements by individuals willing to corroborate the requestor's self-disclosure including name, address, phone number and nature of relationship with the requestor. Corroboration shall carry more weight than self-disclosure.

3. The nature of the harm caused any victim of the crime(s); and written self-disclosure by the requestor.
4. Other evidence provided by the requestor demonstrating clear and convincing proof of rehabilitation and that the applicant should not be disqualified from eligibility or participation in the Business Enterprise Program.

    - Letters from individuals willing to express witnessing changes in the requestor's demeanor, attitude and/or behavior with specific examples as to how these changes are now observable. Such letters must include the name, address, phone number, nature of relationship with the requestor and sent directly by its author to the Division.
    - Written statements of support from current employers, spiritual guidance officials, counselors or community service recipients. Such statements of support must include the name, address, phone number, nature of relationship with the requestor and sent directly by its author to the Division.
    - If available, copies of transcripts or certificates of completion from any self-improvement courses or enhancing educational experiences since the end of sanctions for the crimes committed.

Requests for an exemption from disqualification will be reviewed by the following individuals:

- Bureau Chief, Business Enterprise
- Director, Division of Blind Services
- Commissioner, Department of Education

The review team may include consideration of the following:

- Whether a full criminal history was disclosed in the Affidavit of Good Moral Character;
- Overall history of criminal activity; and
- Degree of consequence to the Division, if recidivism occurs in direct relation to the Business Enterprise Program.

All documents and other information pertaining to the request for an exemption, including the background screening report, are exempt from Chapter 119, Florida Statutes (FS). The Division shall retain all such documents and information in a separate and secure area.

In the event, the Division grants a request for an exemption from disqualification, such exemption may be considered by subsequent agencies or property owners, but it is not binding on the subsequent agency or property owner.

Procedure to Appeal a Denial of an Exemption: If the Division denies a request for an exemption from disqualification, the requestor may appeal that decision in writing to the Division Director. Due to confidentiality restrictions, the Business Enterprise Grievance procedures are not an appropriate venue to hear the appeal. Such appeals shall only be handled in compliance with the appeal procedures provided by the Florida Administrative Procedures Act, Chapter 120, FS.

Section 3: Selection Process

3.0 General Information

In accordance with Federal Regulations and State Laws, only persons licensed by the Florida Division of Blind Services may participate in this solicitation for applications. Persons in the latter stages of training may also participate in anticipation of licensure. The information contained in the Facility Opportunity Announcement is representative only and may change without notice.

The sales estimates on each Announcement are either annualized based on a projection for new facilities or on available sales history for existing facilities. Future sales may fluctuate due to unforeseen changes in the business climate. Please remember that a previous vendor's management practice, or changes in a facility's population, may impact the sales figures quoted. Business conditions may cause sales projections to increase or decrease after the Announcement is posted. Interested persons need to carefully evaluate the potential benefits and risks of each business opportunity for which they apply.

Staffing levels are not set by the BBE since it does not establish nor approve the number of employees it might take to conduct the facility's business. However, since labor cost does impact profitability, each Announcement does have anticipated staffing patterns. Again, this information is based on the analyzed needs of the business, not any previous or current vendor's management practice.

3.1 The Current Selection Process Protocol

A Statewide Selection Panel, consisting of 5 members; 2 appointed by the Division and 3 appointed by the State Committee of Vendors, shall evaluate applicants against criteria prescribed in Chapter 6A-18.0425 of the Florida Administrative Code. In accordance with the Selection Process, endorsed by the State Committee of Vendors and approved by the Division of Blind Services, the following elements will be observed by the Selection Panel in evaluating an applicant's credentials for each of the business opportunities offered. Each selection competition shall have three (3) primary components as described below.

1. Testing (40 Points)

All applicants shall take a test at the most convenient DBS Office on the date and time published on each vacancy announcement. All tests will be proctored by a Division employee. Security measures will be taken to ensure statewide consistency with its administration. Test questions shall measure the applicant's knowledge of information derived from the study guide resource material posted on the BBE website. The test questions may consist of multiple choice; fill in the blank; true/false; and business math word problems. There is no set number or mix of questions; questions will be scaled to achieve a total of 40 points for the test.

2. Performance Review (25 Points)

a) Credit for Experience

Six (6) points at the rate of one tenth of one point (0.1) per month under a Type I or Type II LOFA. No extra points are given for persons holding concurrent LOFA's.

b) Business Consultant Questionnaire

Ten (10) points for Business Consultant responses to a ten (10) item performance questionnaire. Each Consultant shall answer the following ten (10) questions concerning the business practices of applicants currently holding, a LOFA in his or her Region.

1. As of today, does the Vendor have proof of all required insurance policies (liability, worker's compensation, and commercial vehicle)?
2. Over the most recent 36 month period, has the Vendor kept all scheduled appointments with you for facility visitations?
3. As of today, does the Vendor have clearly posted contact information at the facility and on all vending machines comprising the facility?
4. Over the most recent 36 month period, have documented health inspection reports and consultant visitation reports reflected that all food products are being maintained at the temperatures required by DBPR Chapter 509 and US Food Code 2009? This includes freezers, refrigerators, dry storage areas and vending machines.
5. Over the most recent 36 month period, has the Vendor responded to all documented customer complaints within ten days of receiving the complaint?
6. As of today, based upon the most recent monthly sales reports, does the Vendor maintain a merchandise inventory equal to or above a level that ensures that all products and services are available for sale without interruption?
7. Over the most recent 36 month period, has the Vendor corrected all Division, DBPR, or other health inspection cleaning and sanitation deficiencies within the required timeframe indicated on the report?
8. As of today, have all invoices from the Vendor's suppliers/purveyors been paid on-time and the Vendor has no business tax-liens pending against them?
9. As of today, does the Vendor have all business licenses and permits as required by law?
10. Over the most recent 36 month period, has the Vendor been directly involved in the day-to-day operations of their facility?

Documentation is required for all "no" responses and may include, but not be limited to, copies of Facility Visitation Reports, Food Service Inspection Reports, Building Manager/Property Manager Correspondence and/or Customer Complaint Letters. If there is no documentation, then the "yes" response must be checked. If an applicant is not holding a LOFA at the time of the performance review, no points shall be achievable in this category.

The ten (10) points shall be awarded or prorated by the following methods: Ten (10) points achievable for a Vendor under a LOFA for the most recent thirty-six (36) consecutive months. Each "yes" response by the Consultant shall earn the vendor one (1) point. For vendors with less than thirty-six (36) months under LOFA, the achievable points will be calculated by multiplying the number of "yes" responses times the actual number of months under a LOFA divided by 36 months.

c) Meeting Net Profit Percentage Requirements

Applicants may receive up to nine (9) points for meeting net profit percentage requirements during the most recent thirty-six (36) consecutive months—divided into three (3) twelve (12) month periods. A maximum of three (3) points per twelve (12) month period may be earned in the following manner:

- Three (3) points for meeting the annualized net profit percentage required by the Type I or Type II LOFA across a consecutive twelve (12) month period.
- One quarter (.25) point for each month the targeted net profit percentage is achieved by vendors who have less than twelve (12) months duration under a LOFA.
- Net profit points will be pro-rated on an annualized basis for a) vendors who have over twelve (12) months but less than thirty-six (36) months duration under a LOFA or b) vendors who have experienced a change in facility type during a twelve (12) consecutive month period.
- Any vendor who has one (1) or more missing reports during a twelve (12) month consecutive period will earn zero (0) points for that period.
- If an applicant has concurrent LOFAs, Net Profit points will be determined upon their primary facility.

d) Performance Penalties

1. LOFA Cancellation for Breach or Abandonment: An applicant who's LOFA has been cancelled for cause, defined as breach of contract or abandonment of the facility, or whose license has been suspended during the 36 months prior to the close of applications shall not be scored on any performance elements. Applicants in this category will be assessed an additional 15 point penalty, to be subtracted from the applicant's overall score. If such applicants have successfully completed mandatory retraining requirements established by the Agency, they will be scored on the same basis as new licensees and the 15 point penalty will be rescinded. A resignation tendered while the applicant is in breach of contract will be considered equivalent to LOFA cancellation for transfer and promotion purposes and the applicant will be scored accordingly. The BBE Operations Manager shall make this determination in writing to the Panel. There shall be no retroactivity of this determination.
2. Late Monthly Business Reports: Applicants will have one point deducted from their cumulative score for each month in which any one of their required monthly business reports are submitted late over the previous 36 months.
3. Warning Letters: Warning Letters are typically issued for operational deficiencies. Applicants will have two points deducted from their cumulative score for each warning letter issued during the previous 36 months.
4. Letters of Sanction: Letters of Sanction are typically issued for conduct issues. Applicants will have five points deducted from their cumulative score for each letter of sanction issued during the previous 36 months.

3. Interview (35 points)

In order to qualify for an interview, the applicant must achieve a combined test and performance review score which places them in the top five (5) scorers for any business opportunity for which he or she has applied. For clarification in the case of tie scores, for example, if the top individual scorers score 64, 64, 63, 63, 63 and 62, only the top five scorers (the five who scored 64 and 63) will be invited to be interviewed because 62 is not a score among the top five scorers. As another possible result of tie scores, it may be necessary for more than five applicants to be invited to be interviewed. For example, if the top scorers scored 65, 63, 62, 61, 61, and 61, six applicants will be interviewed because six individuals are among the top five scorers.

If an applicant currently holds a Type II LOFA on a business opportunity among those offered, he or she shall be interviewed even if he or she is not in the top five scores for that location. Copies of records provided to the Selection Committee will be provided to the bidding licensee prior to the interview process. The Interview shall take not more than sixty (60) minutes. It shall be comprised of three parts: an informal “break the ice” component valued at 0 points; a structured interview component valued at 25 points; and an interactive component valued at 10 points.

a) “Break the Ice” Introductory Component: At the start of the interview, the panel will ask the applicant a couple of general opening questions. This portion should last no more than five minutes and be conducted in a light and friendly manner to help put the candidate at ease. No points are to be awarded for this component.

b) Structured Interview Component: Prior to the first interview, the Selection Panel will develop five (5) questions to be asked of each applicant. The Panel will then ask the 5 prepared questions. Each Panelist will independently evaluate the applicant’s responses to each question using a scale of zero (0) – five (5) points. Whole numbers are not required and the Panel may decide to use whole points or fractions of points expressed as decimals as long as the method chosen is consistent across all interviews. The Panelists’ scores will then be averaged and added to determine the points achieved in this component.

c) Interactive Component: Prior to each interview, the BBE Compliance Officer shall provide the Panel with pertinent documentation partially in the form of a synopsis from each applicant’s most current thirty-six (36) month period holding a Type I or Type II LOFA. Copies of records provided to the Selection Panel will be provided to the applicant prior to the interview process. This information may include but may not be limited to the following:

- Performance statistics generated from monthly business reports
- Business Consultant Facility Visitation Reports
- Written letters of warning or sanction.
- Written correspondence between the Building Manager/Property Owner and the Division
- Sanitation Reports
- Independent Customer Service survey results
- BBE State Office Facility Monitoring Results

Customer petitions, positive or negative, shall not be considered since the signatures cannot be verified. For applicants licensed within 12 months of the interview, and/or who have never had a Type I or II LOFA, final narrative reports from Daytona training and On-The-Job Training reports will be used in addition to any of the other stated performance documentation.

To begin this interactive component, applicants will be given up to five (5) minutes to make a general presentation of his or her qualifications and experience. This is the time the applicant is given the opportunity to "sell" him/herself and state the reasons he/she is best qualified to operate the facility.

Following the applicant's presentation, the Panel will ask the applicant questions related to their presentation for clarification and to address any inconsistencies between the documentation reviewed and his or her presentation. They will also use the provided documentation to ask additional questions related to substandard performance to allow the applicant to respond to those reports. One question might be to ask the applicant how much research they have done on a desired facility.

Each Panelist shall determine the point value of the discussion with the applicant using a scale of zero (0) – ten (10) points. Whole numbers are not required and the Panel may decide to use whole points or fractions of points expressed as decimals as long as the method chosen is consistent across all interviews. Each Panelist shall independently score the applicant's responsiveness to the Panel's inquiries. These scores will then be averaged to determine the points achieved in this component.

Credit for Distressed Facilities (Up to 5 Points)

A licensee who seeks a Type I LOFA while still holding a Type II LOFA for a facility that is previously determined as distressed due to reversible causes is eligible to receive a maximum of five (5) credit points in the selection for that facility only if he or she has significantly improved the overall performance and viability of the facility. Interstate highway rest area facilities are excluded from this credit determination. In order to earn this credit, the applicant shall be required to obtain and submit the following documentation to the Selection Panel:

- Written determination by the BBE Operations Manager or BBE Bureau Chief that the Facility qualifies for the credit.
- Written recommendation of the Business Consultant responsible for the Facility that significant improvements have been achieved by the applicant while under a Type II LOFA.
- Written recognition by the Property Owner/Building Manager that the building population is encouraged by the efforts of the applicant.
- Performance comparisons based on Monthly Business Reports data that shows increases, for example, in Gross Sales and Net Profit, for the time under the Type II LOFA compared to an equivalent time frame of the previous Vendor.

Each Panelist shall independently score the applicant’s documentation, using a sliding scale of zero (0) to five (5) points. The Panelist’s scores will then be averaged to determine the credit points to be added to the applicant’s overall score.

Selection Panel Recommendations

The Selection Panel is entrusted to recommend persons whom they feel are qualified to successfully manage a facility. Likewise, if the Panel feels some or all of the candidates do not have the ability to manage a location, the Panel may recommend the facility be re-advertised or it may recommend a candidate with a lower overall score. In such instances, the Panel is obligated to explain in writing its reasoning for making such a determination. The final decision to offer a facility to a particular applicant is the responsibility of the Bureau Chief.

Tie Breaking Mechanism

If a numerical tie occurs between two or more applicants, the winner will be determined by the following procedure. First Tie Breaker: The award will be given to the applicant with the greater number of months under LOFA since January 1, 1997. Second Tie Breaker: The award will be given to the applicant who has the earliest license issuance date.

3.2 Other Selection Process Issues

An applicant may take the test at the most convenient of the Division’s 12 District Offices, but only on the date and at the time set by the Division. The interviews will be held at an announced location, usually in Tampa or Orlando, Florida. Applicants will be notified by mail as to the times and locations for both the test and the interviews. Travel arrangements and expenses incurred to attend tests and/or interviews shall be each applicant’s responsibility.

Some property owners may require an incoming vendor to pass a security or drug screening in order to access its property. Failure of such screenings will disqualify the candidate for that business opportunity only.

Successful applicants shall also be responsible for any relocation costs as well as start-up business expenses upon approval of a LOFA; such approval being contingent on satisfactory resolution of all outstanding financial obligations with the Bureau of Business Enterprise.

3.3 Business Opportunities

To apply for any posted business opportunities, Licensees must complete a Business Opportunity Application (Form DBS 007) in its entirety. Applications are available via the local DBS office, the local BBE Consultant, or the DBS Web site. The application must include the applicant’s name, current mailing address, email address and phone number(s). Application forms must be received by the BBE State Office no later than close of business (5:00 P.M. Eastern Time) on the posted deadline date. Applications may be submitted via mail, email, or fax. Any application received after close of business (5:00 P.M.) on the posted deadline date will not be considered for the business opportunities listed.

Following the Statewide Selection Process, applicants will be notified which facilities, if any, that they were recommended for. The vendor will then be sent a Business Opportunity Decision form to verify their decision. This form must be returned and received by the BBE Compliance Officer no later than three business days from the date the vendor received it. Failure to respond within this period may result in the Division's withdrawal of its offer.

3.4 Vendor Residence Vicinity Requirement

A Licensee who accepts a Type I Licensed Operator Facility Agreement (LOFA) appointment to a BBE facility is required to establish legitimate physical residency at a distance of not more than seventy-five (75) verifiable driving miles from the facility. The Division shall allow the Vendor up to thirty (30) calendar days from execution of the Type I LOFA to comply with this requirement. The Division may grant an extension of not more than thirty (30) calendar days if the Vendor demonstrates a compelling reason for the additional time. Failure to comply shall be considered a material breach of the Type I LOFA and the contract shall be cancelled. This policy also serves to restrict a current facility operator from moving more than seventy-five (75) verifiable driving miles away from a facility they currently operate under a Type I LOFA.

The Division reserves the right to ask the licensee to verify proof of their new residential address by providing any two (2) of the following documents:

- Deed, mortgage, monthly mortgage statement or residential rental agreement.
- Florida Voter Registration Card
- Florida Vehicle Registration or Title
- Florida Boat Registration or Title
- A utility hook up or work order
- Utilities bill
- Medical or health card
- Medical bill
- Homeowner's insurance policy or bill
- Automobile insurance policy or bill
- Educational institution transcript forms
- W-2 form or 1099 form
- Mail from financial institutions, including checking, savings or credit card statements
- Personal mail that does not list the recipient as "occupant" (i.e. magazines, journals, etc.)

3.5 Outstanding Debt Prohibition

Licensed operators may not be permitted to apply for posted business opportunities, or sign a Licensed Operator Facility Agreement (LOFA), either a Permanent Type I LOFA or a Temporary Type II LOFA, if they have any current outstanding debt owed to the BBE Program. This includes working capital shortage from any previous facility, or any money owed to the BBE for any reason.

Licensed operators will be required to repay any outstanding debt via a money order or cashier's check prior to participating in the Selection Process or signing any LOFA. If a Working Capital shortage is discovered at the time of a facility changeover, the shortage must be paid in full by the outgoing operator via money order or cashier's check, prior to the outgoing operator signing a LOFA for any facility.

Based upon consideration of aggravating and mitigating factors present in an individual case, and after consultation with the chairperson of the State Committee of Vendors, the Division may permit a licensed operator to apply for or sign a Temporary Type II LOFA, not to exceed 18 months in duration, provided they enter into and abide by the stipulations of a repayment plan with the Division.

3.6 Selection Cycle Application Instructions

There are four ways you can obtain an application to apply for any available Facilities

- Request a Business Opportunity Application (DBS 007) from your local District Office.
- Contact your Regional Business Enterprises Consultant and request that they provide you a Business Opportunity Application (DBS 007).
- The Business Opportunity Application, in Word, is available to be downloaded from the BBE website.
- Call the BBE State Office at 850-245-0350 and request that one be mailed, faxed, or emailed to you.

The Business Opportunity Application must be completed in its entirety. Provide your name with correct mailing address, email address and telephone number(s) where you can be reached. A single application may be used to apply for multiple Facility listings that share the same deadline date. Page one (1) of the application provides a space where you designate by the Facility number the opportunities of interest to you. You will only be considered for those opportunities so designated when the application period closes. The Business Opportunity Application must be signed and dated.

All applications for any of the posted business opportunities may be mailed, faxed, emailed, or delivered by hand as long as the following deadline submittal requirements are met. All applications regardless of transmittal method should be sent to the attention of the BBE Compliance Officer in Tallahassee. An Application may be mailed or delivered by hand to the following address:

Division of Blind Services
Bureau of Business Enterprise
325 West Gaines Street, Suite 1114
Tallahassee, Florida 32399-0400

Applications may be emailed to the BBE Compliance Officer or faxed to (850) 245-0364. Any application not received in accordance with the prescribed deadline will not be considered. If you have questions on the application process contact your Regional Business Enterprise Consultant or the BBE Compliance Officer.

Section 4: Licensed Operator Facility Agreements (LOFA)

4.0 Licensed Operator Facility Agreements (LOFA)

Permanent LOFA (Type I): A Permanent LOFA is implemented for the operation of a BBE Facility in perpetuity by a Vendor. It contains the contractual obligations and expectations between the Vendor and the BBE as well as the interactions of both with property owners. A Permanent LOFA is usually awarded as an outcome of the competitive Selection Process. However, the BBE may elect to award a Facility outside of the Selection Process, as allowed by {Rule 6A-18.0424 FAC}, if a Vendor is adversely affected by no fault of his or her own. When a newly licensed person accepts his or her first LOFA, a one year commitment is a stipulation of acceptance.

Temporary LOFA (Type II): A Temporary LOFA differs from a Permanent LOFA in two significant ways. It is not awarded through the Selection Process and it is time specific as to its duration to meet the needs of the location for stability and transition to its next permanent Vendor.

4.1 LOFA Commitment Requirement

Licensed operators who fall into any one of the following three (3) categories must sign a Type I LOFA for a minimum contract period of twelve (12) months on their next Type I facility agreement:

1. Licensed operators who have never operated a facility under a Type I LOFA
   Note: A licensee with a Type II LOFA who applied and was awarded a Type I in the same facility will have that time applied toward their required one year commitment.
2. Operators whose most recent Type I or II LOFA was cancelled for breach or abandonment.
3. Operators who have not actively held either a Type I or Type II LOFA within the five years immediately preceding the offer of the LOFA and who have successfully completed the required retraining in accordance with Policy 2.2.

4.2 Assignment of Temporary LOFAs

Vacant facilities may be operated by a licensed vendor under a Temporary Licensed Operator Facility Agreement and in some cases, by a temporary agreement with a third-party agency. Emergency placements may be made by a Regional Business Consultant in urgent circumstances prior to conducting the procedure of choosing a licensee via the Type II LOFA Committee. Meeting the needs of the facility must be the deciding factor in this decision, including any special circumstances that apply.

The Type II LOFA Committee members will be comprised of the following: 1) a Business Consultant from a Region other than where the vacancy has occurred, 2) the BBE Administrative Consultant or his or her designee, and 3) the Committee Chairperson or his or her designee.

When applicable, all available Type II opportunities will be announced via email with a set time frame for applicants to respond. At the conclusion of this response period, the Type II Selection Committee will meet via conference call to interview the applicants. Dependent upon the response, it may be necessary to limit the number of applicants which qualify for an interview. At the conclusion of all interviews, the Type II Selection Committee members will vote to recommend an applicant based upon their interview responses and ability of the selected vendor to meet the needs of the facility. The Type II Committee then communicates their recommendation to the BBE Operations Manager for approval.

4.3 Limits for Operators of Temporarily Closed Facilities

Licensed operators, whose contracted facility is temporarily closed, will be permitted to apply for posted business opportunities during the Selection Cycle Process, accept and sign a Type II LOFA ONE (1) time while retaining the rights to their closed Type I facility. At such time when the agency is officially notified of the reopening date of the closed contracted Type I facility, the operator shall sign a business opportunity decision form, allowing three (3) business days to indicate their choice to either return and operate it when it reopens, or relinquish their right to it and accept and sign a Type I LOFA on the facility they currently hold as a Type II.

Note: This policy does not prohibit the same operator from accepting another Type II facility offered by BBE separate and apart from the selection process.

4.4 Facility Type and Profit Expectation

Within the Business Enterprise Program, there are different types of facilities/locations. Each of these types of locations is expected to maintain a certain profit based upon the demands of the location, stocking mark-up and assistance needed in the form of employees to serve or vend the merchandise. These types and profit expectations are listed below:

Cafeteria = 12 percent
Snack Bar = 15 percent
Non Highway Vending = 25 percent
Highway Vending = 40 percent

Snack Bar: A facility engaged in selling limited lines of refreshment and prepared food items necessary for a light meal service, such as soups, salads and sandwiches. Food and refreshment items may be prepared on the premises or purchased from licensed purveyors and usually are wrapped or placed in containers at point of sale. There is an on-site manager and customers may or may not be provided with seating accommodations.

Cafeteria: A food dispensing facility capable of providing a broad variety of prepared foods and beverages (including hot meals) primarily through the use of a service line. Table or booth seating is provided.

Highway Vending: A highway/interstate rest area or welcome center that has only automated coin or currency operated machines which dispense a variety of food and refreshment items and services.

Non Highway Vending: A facility, excluding highway/interstate rest areas or welcome centers, which has a single or multiple locations and has only automated coin or currency operated machines which dispense a variety of food and refreshment items and services.

Meeting the net profit requirement contained in the LOFA is a contractual obligation. Consistent failure to meet that obligation will have negative consequences. The first of these is loss of income to the LOFA holder. Additionally, the Selection Panel uses profit data as one of the determining factors in recommending applicants for appointments. Finally, any consistent breach of contract may result in termination of that contract.

At any time, Licensees may request from the Regional Business Consultant a review of their profit percentage expectation and profit performance. In addition, the Consultant for each facility will regularly review profit performance with the Licensed Vendor. If the Licensed Vendor is not meeting the profit expectation, the Consultant will provide assistance to the Vendor to return the facility to profitability. After the Division has provided assistance and the profitability is not reached within a six month period then this can be considered a breach of the LOFA.

4.5 Working Capital and Inventory

The Division of Blind Services will provide initial working capital for each facility. The Licensed vendor, or vendor designee, must be present throughout the time the inventory is being conducted. The total amount of the assigned working capital is entered on the LOFA. By signing the LOFA, the Licensed Vendor accepts full responsibility for this amount of working capital and agrees to maintain that level of working capital until he/she leaves that facility. The Division of Blind Services has no obligation to adjust the inventory or reimburse for outdated or otherwise non-salable products after this agreement has been signed.

Working Capital: The BBE provides each Facility with an initial working capital, consisting of product value, cash and coin necessary for conducting business. Inventory is taken when a Vendor enters into a LOFA and when a Vendor exits a LOFA for any reason. Working capital is an asset of the BBE. A Vendor may elect to reduce his or her working capital obligation by paying it down or paying it in full.

Incoming Inventory: The incoming inventory acts as a verification of equipment and working capital (the value of salable product and the exact amount of cash on hand including coins and bills in vending machines). It is conducted onsite by the incoming and outgoing Vendors in the presence of the BBE Consultant. If there are any personal items noted in the Facility file, the outgoing Vendor shall remove these items prior to the start of the inventory. Small wares, decorative displays, serving utensils, knives and similar items purchased with Facility funds remain with the Facility as state property. Any personal property of the incoming Vendor must be approved and catalogued in the Facility file by the BBE Consultant. Up to two percent (2%)

of the merchandise inventory may include items necessary for compliance with food safety requirements (i.e. facility specific cleaning items, gloves, etc.). Agreement must be reached by the incoming and outgoing Vendors and documented by the BBE Consultant.

Outgoing Working Capital: The outgoing Vendor shall be responsible for having the following:

1. The inventory forms prepared on an Excel spreadsheet with item description and unit cost.
2. Copies of invoices on site to verify unit cost.
3. Having made a reasonable effort to secure prices prior to the end of the count. The outgoing Vendor shall not receive credit on products without prices.

The inventory will be extended and totaled immediately at the end of the inventory count. Both Vendors receive printed copies of the inventory and the signed Working Capital forms on site. The BBE Consultant retains the originals.

The BBE will reimburse vendors for repairs on vending machines owned by the vendor, provided the vendor is paying set-aside on the machine and that the repair is needed and cost effective. Merchandise specifically pertaining to equipment owned by and being removed by the outgoing vendor will not be counted in the exit inventory.

Inventory Value Discrepancies: When leaving a Facility, an exit inventory sometimes results in a working capital overage or shortage. If there is an overage, the Division pays the Vendor the amount owed to them, after receiving the last MBR and set aside levy. If there is a shortage, the Vendor pays the Division the amount owed to them. The LOFA {Article IV, Section (B) (6) (ii)} requires satisfaction of the Facility's working capital in this manner.

Licensed operators may not be permitted to apply for posted business opportunities, or sign a Licensed Operator Facility Agreement (LOFA), either a Permanent Type I LOFA or a Temporary Type II LOFA, if they have any current outstanding debt owed to the BBE Program. This includes working capital shortage from any previous facility, or any money owed to the BBE for any reason.

Section 5: Licensed Vendor Responsibilities

5.0 Licensed Vendor Responsibilities

Each Licensed Vendor shall agree to do all of the following:

1. Perform the necessary duties in connection with the vending facility in accordance with the Division of Blind Services rules and procedures and the terms of their LOFA.
2. Provide Workers Compensation Insurance as required by law or by contract.
3. Operate the vending facility in accordance with all applicable health laws and rules. Licensed Vendors must apply for health licenses when required. Vendors shall submit a copy of their health licenses to the Division when it pertains to Snack Bars and Cafeterias.
4. Furnish such reports as the DBS may require from time to time.
5. Pay for all merchandise purchased within the terms of credit policies of suppliers.
6. Licensed Vendors are responsible for related miscellaneous expenses that occur on a day to day basis.
7. Conform to the hours of operation as fixed by the DBS, after consultation with the Vendor and the agency having charge of the property.
8. Participate in the in-service training programs provided by the DBS (refer to 'Continuing Educational Units' below).
9. Make payment of the set-aside fee by the due date.
10. Maintain appropriate levels of dress and grooming in accordance with community standards.
11. To accept responsibility for costs associated with normal business operations, including, but not limited to, cleaning supplies and services outside the scope of the Licensor responsibility, replacing light bulbs, restoration of function for jammed mechanisms, and any financial loss due to vandalism or theft.
12. Product availability of self-service vending machines must be maintained at acceptable levels in order to ensure consistent customer satisfaction. (refer to 'Vending Machine Compliance' below)
13. Maintain a reasonable physical presence at the property on which the business is conducted to the extent necessary for the performance of all managerial responsibilities.
14. Vendors are expected to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the DBS. Vendors shall be courteous, considerate, respectful, and prompt in dealing with DBS personnel and in their service to the public.

Vendor Retention of Records

The Licensee must maintain copies of all documentation supporting the information provided on their monthly business reports and make them available, upon request, to duly authorized agents of the Licensor for review. The Licensee must maintain such records for a minimum of seven years to ensure compliance with record retention requirements of other government agencies such as the Internal Revenue Service.

5.1 Continuing Education Units (CEUs)

BBE licensed vendors are required to earn continuing educational units (CEUs) through participation in continuing education programs for a certain number of hours every two years. Failure to do so may result in the suspension or the revoking of their license. Suspension or Revocation of License {6A-18.0421 FAC}: A vendor shall be removed from a vending facility, or a license shall be suspended or revoked for “Failure to successfully complete, every two (2) years, three (3) continuing education units (CEUs) of courses approved by the Division.” One Continuing Education Unit (CEU) is defined as 10 contact hours (1 hour = 60 minutes) of participation in an organized continuing education experience under approved sponsorship, capable direction, and qualified instruction. BBE currently recognizes the following opportunities for CEU’s: BBE Biennial Seminar, Hadley School for the Blind, and approved National Conferences, Trade Shows, and other instructional opportunities. Licensed vendors should obtain CEU approval from BBE prior to participation in any program or event. The two year compliance period begins with each BBE Biennial Seminar and concludes prior to the start of the next Biennial Seminar. CEU credits earned at the Biennial Seminar cannot be applied to the previous two-year reporting period. Up to two CEU credits for certain approved instructional courses, such as Hadley or college courses, may be carried over to the next compliance period. Newly licensed vendors are exempt from the CEU requirement during the reporting period in which they were licensed and are eligible for approved carry-over CEU credits.

5.2 Vending Machine Compliance

To properly provide adequate service for each vending machine, typically the number of sold-out selections should not exceed 20% (2 out of every 10) of the total number of selections on each unit. Example: A Merchant Six 60 Select Configuration would be considered to be below the 20% rule if of the 60 possible selections, 13 selections were empty.

Operators whose vending machines are repeatedly found to be outside these guidelines are not providing sufficient service to their vending machines. Excessive duplication of products in a vending machine, or within multiple machines in the same general vicinity, may be regarded as circumventing this rule and result in a violation. Failure of the operator to correct the deficiency will result in an official warning of non-compliance, and if not corrected, removal from the facility.

5.3 Tax Liability and Insurance

The Licensed Vendor is responsible for the payment of Social Security, Income Tax, State Sales Tax, Unemployment and all other taxes applicable to an independent contractor and arising from the operation of the Facility.

The Licensee shall not be insured in any manner by or through the Licensor, in particular the State of Florida, as a result of the LOFA. The Vendor must provide annually, as well as at such other times as needed, proof that they have adequate coverage for business liability insurance with the DBS Bureau of Business Enterprise listed as an additional certificate holder on the policy. The Vendor is also responsible to provide proof of any other policies of insurance required by law to protect the Licensed Vendor from claims or actions arising from the Licensed Vendor's operation of the Facility.

5.4 Equipment

Maintenance and Repair: Each Licensed Vendor is responsible for maintaining or causing to be maintained all assigned equipment. Property Management should be notified of incidental expenses tied to the building.

Repairs refer to the cost of repairing any equipment or purchase of parts used to repair equipment. Repairs will be managed as follows: The Vendor may authorize repairs up to $400.00 without consulting the Consultant and later be reimbursed. If the Vendor is unable to make a repair or if the cost of repair is over $400.00, he/she will contact the Regional Business Enterprise Consultant. After consulting with the Regional Business Enterprise Consultant, the Vendor will follow through with any recommendations.

Note: Light bulbs for vending machines are considered equipment parts and Vendors may be reimbursed for the purchase price. Vendors will not be reimbursed for bulb installation expenses, therefore repairman will not be allowed to charge for the installation of light bulbs on any invoice that is to be submitted to DBS for reimbursement. Expenses not considered as repairs include the purchase of any equipment or small wares (scoops, knifes, pans, etc.). Equipment and small wares should be purchased through the Consultant using a purchase order.

Equipment Transfer: A Vendor shall not transfer equipment between Vendors or facilities. Transferring equipment is the responsibility of the Regional Business Consultant or State Office Staff. If such transfers are needed, the Regional Consultant or State Office Staff should be contacted. Equipment shall only be used in the assigned vending facility. Any equipment purchased by Client Services for a Vendor is the possession of that Vendor.

Equipment Warranties: The primary responsibility for completion and submission of warranty registrations is that of the Regional Business Consultant. Vendors should check with their consultant when scheduling equipment repairs to inquire whether or not warranties are in effect. Most warranties can be verified through the equipment serial number, and service providers should obtain warranty information directly from the manufacturer.

Equipment/Property Disposal: A Vendor shall never dispose of any equipment or other state property. The Regional Business Consultant coordinates the disposal of any state property in accordance with the Department of Education's Property Management Policy and Procedures.

5.5 Reimbursement Process

The following reimbursement process is required for equipment repairs. All costs associated with services rendered by the service provider must be paid in full by the Vendor before submitting a Reimbursement Request to the Division of Blind Services, Office of the Comptroller, DBS Fiscal Section. It is the responsibility of the Vendor to ensure that all required documents have the necessary information and statements affixed to them. All submissions for repair reimbursements must be received by the Division of Blind Services State Office, Office of the Comptroller, DBS Fiscal Section, before an invoice reaches 60 days old.

Submit the following completed documents to request a reimbursement:

1. A copy of the MyFlordaMarketPlace registration confirmation page must be submitted with the first reimbursement request of a new Business Enterprise Facility Operator or after any changes have been made to a Business Enterprise Facility Operator's information and their MyFlordaMarketPlace registration has been updated.
2. Reimbursement Request Form (DBS – 702 Rev. 07/16)
3. An original Invoice with qualifying notation statements. (Copies and faxes are not accepted.)
4. Proof of payment.

E-mail Reimbursement Request System

BBE operators are encouraged to participate in and use the E-mail Reimbursement Request System. To ensure proper processing, the E-mail Reimbursement Request Form should be completed and submitted with every request along with all required documentation. To reduce confusion, include the invoice number in the subject line of the E-mail when submitting a request.

All correspondence related to reimbursement requests should be sent to the following email address: BBE.Reimbursements@dbs.fldoe.org.

MyFloridaMarketPlace Registration:

Before a reimbursement request is submitted, a Business Enterprise Facility Operator must have registered their company on MFMP (My Florida Market Place) at: https://vendor.myfloridamarketplace.com

The information provided on the Reimbursement Request Form 702 must match the registered information at My Florida Market Place to ensure that there is no delay in processing your reimbursement request. The company name must appear in the remittance address when registering on MFMP.

In addition to registering in MFMP, the Florida Department of Financial Services (DFS) requires vendors to have valid Form W-9s on file before releasing applicable payments. As a new vendor, you must file a W-9 with the Department of Financial Services. Failure to do so could result in the delay of payments for services provided to the state. You can submit/update your Form W-9s electronically on https://flvendor.myfloridacfo.com.

Mailing Address to submit a reimbursement request:

Mail all Reimbursement Requests with supporting documentation to:
Department of Education, Division of Blind Services
Office of the Comptroller, DBS Fiscal Section.
924-D Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

Overview of the Reimbursement Process:

By mail, the reimbursement process usually takes 2 weeks before the Facility Operator can expect to receive a reimbursement warrant, but at times it can take longer. The E-mail Reimbursement System will significantly decrease the time required for operators to receive their refund from the Division of Blind Services

Delays in the reimbursement process occur when a reimbursement request is pulled for an audit and during the State of Florida's fiscal year change over.

The State of Florida's fiscal year is from July 1 to June 30. During the changeover to a new fiscal year's budget the reimbursement process can take 4 to 6 weeks.

General Additional Information:

To avoid delays in the processing of a Reimbursement Request, check that all required documents and additional documentation and notation statements are in compliance. Review the instructions for all specific audit points.

5.6 Monthly Business Reports and Set-Aside Levy

BBE vendors are required to submit a facility business report and set-aside levy payment each month. The set-aside levy is a payment due to BBE based upon the net proceeds from the operation of the facility. Both are due no later than the last day of the following month. Any report or set-aside payment received after the due date is considered late. If the set-aside payment is not received with the report, or if the set-aside payment is returned for non-sufficient funds, it is incomplete and will be considered late if not received by the due date.

Note: Failure to submit the monthly business report on-time for two consecutive months, or three times within a calendar year is considered a breach of contract.

Vendors experiencing technical difficulties with submitting on-line reports, especially in cases that would result in a late report, should immediately contact DBS computer helpdesk by calling (850) 245-0360 or by sending an email to DBS.HelpDesk@dbs.fldoe.org. You may email or leave a voice message 24 hours/day, 7 days/week. A record will be kept of the time the problem is reported. If a vendor, in good faith, processes and submits a MBR on-line and is unable to meet the deadline through no fault of his/her own, there will be no penalty assessed.

1. Below is a list of features that online reporting affords the B.B.E. vendor:
2. Informs you when a new report is due and for which month
3. Enter monthly reports online in easy to use format
4. Calculates set aside and profits
5. Make payment online
6. Review past reports online
7. Run comparative reporting scenarios. You can compare your sales, costs and profits between one month and another, or one year and another. Example: Compare my sales and costs from January through March, 2012 to January through March of 2013.

Inventory: For the purposes of the monthly report, inventory is defined as goods purchased for sale, and additional items offered at time of purchase such as plastic ware, napkins, and condiments. Items not considered inventory are such things as other cleaning supplies, insecticides, purchases ordinarily considered as business expenses, or items purchased for personal use such as groceries or alcoholic beverages. Inventory does not include cash on hand or in machines.

5.7 Approved Business Expenses

There are three categories of approved business expenses in addition to purchased goods, wages and payroll taxes. These categories are

1. Insurance
    - General Liability
    - Worker's Compensation
    - Commercial Vehicle Insurance (for Non-Highway vending routes and Highway vending facilities that do not have on-site storage)
2. Licenses
    - Federal
    - State
    - County

- Municipal (Other than County)

3. Facility Services
   - Utilities paid to the owner of the property on which the business is located.
   - Rent or other payments paid to the facility ownership, or as required by the Agreement, in order to operate a business at the property location.
   - Storage Space Rental (Non-Highway Vending Facilities Only).
   - Pest Control is required at all facilities. Current policy stipulates that the Vendor must engage the services of a licensed pest control contractor for this service if it is not provided by the agency by a blanket agreement.
   - Equipment Rental is the actual amount paid to rent or lease any piece of equipment needed in the operation of the Facility. Equipment rental must be approved by the Consultant in writing prior to expenditure.

If the Vendor has any question about these items the District Representative or Regional Business Consultant should be contacted.

5.8 Repayment Plans

The B.B.E. has the authority to enter into binding Repayment Plans with Licensees and Vendors to recover assets from non-receipt of set aside levies as well as working capital shortages, regardless of the amount involved. Payments shall be made payable to the DBS by Cashier's Check or Money Order.

Non-compliance with the rate or amount agreed upon shall nullify the repayment agreement in its entirety and any remaining balance shall be immediately considered due in full and not subject to a subsequent repayment plan. Such non-compliance shall be considered a violation of Section (II) (A) (4) of any current LOFA held by the involved Vendor. If the balance is not paid, it shall be turned over to DFS for collection.

5.9 Leave of Absence

Since all Vendors are independent contractors and not employees of the Division, the only obligation of the Vendor who needs to be away for any reason, is to provide the BBE with assurances that the Facility will continue to function without service interruption as required by the LOFA. In such instances, the Vendor must notify the BBE Consultant in writing of the coverage plan and expected length of the absence.

Short-Term Leave of Absence: When a Licensed Vendor finds it necessary to be absent from the facility for a period of three (3) to thirty (30) calendar days, the Regional Consultant must be notified no later than 24 hours prior to the planned absence. The Vendor should state the reason for the absence and provide a contact phone number in case of emergency. It is the responsibility of the Licensed Vendor to ensure that service is provided in accordance with the terms and conditions of the LOFA during such absence.

Long-Term Leave of Absence: A long-term absence from a location is defined as a period of thirty (30) to ninety (90) calendar days when the Licensee will not be present at the facility. The Licensee must observe the following requirements:

1. Notify the Regional Business Consultant of the extended leave of absence and arrangements for continued service of the facility.
2. Make the necessary arrangements to ensure that service is being provided in accordance with the terms and conditions of the LOFA.
3. Provide a contact phone number in case an emergency arises.

Leave of absence for extended illness or injury: A licensee incapacitated by illness or injury may request a medical leave of absence. The Agency may grant such request for a period of time not to exceed six (6) months. If at the end of 6 months, the Licensee is not able to return to managerial duties, he or she may request an extension of the medical leave. Extension of medical leave is contingent upon the Licensee or their personal representative providing the Agency with a reasonable assurance of expected recovery. If this requirement is met, the Agency may grant up to an additional six (6) month extension of medical leave. After twelve (12) months of absence from a facility, the Division in consultation with the Chairperson of the State Committee of Vendors, will assess the situation to determine whether to grant additional leave of absence or terminate the Licensed Operator Facility Agreement. During any leave of absence the licensee shall provide and pay for all managerial services necessary for the continued operation of the facility.

Note: During such leave of absence, and by mutual agreement of the Division, the Chairman of the State Committee of Vendors and the licensee, the licensee may elect to have their facility placed on a month-to-month Type II LOFA. At such time when the licensee is able to return to work, their LOFA will be reinstated.

Section 6: Grievance Procedure

6.0 Grievance Board

When licensees are dissatisfied with action taken by the Division, which affects the licensee in the operation of the relevant vending facility, they may file a grievance. The grievance shall be reviewed by a five member board which shall be comprised of two persons selected by the Division and three persons selected by the State Committee of Vendors. The board shall review the written grievance, and documents attached to such grievance and all relevant Division documents.

6.1 Grievance procedures for decisions NOT involving the Selection Process

The grievance shall be filed in writing with the Division, within twenty-one (21) calendar days of notice of the action giving rise to the grievance {Rule 6A-18.0423 FAC, Grievance Procedure}. The procedure is as follows:

1. The written grievance shall specify the action being grieved and contain a recommendation for its resolution and include any documents deemed relevant by the grievant to the grieved action or the proposed resolution.
2. The board shall issue a recommendation to the Division supported by a simple majority of the board within fifteen (15) business days of the Division's receipt of the written grievance.
3. The Division shall advise the grievant in writing of its disposition of the grievance within thirty (30) business days of the Division's receipt of the written grievance.
4. If the grievance is not resolved in writing to the satisfaction of the licensee within thirty (30) business days of the Division's receipt of the written grievance, the licensee may request a hearing pursuant to Chapter 120, Florida Statutes, which request shall be in writing and filed with the Director, Division of Blind Services, within twenty-one (21) calendar days of receipt of the Division's disposition.

6.2 Grievance procedures for decisions involving the Selection Process

The grievance shall be filed in writing with the Division within seven (7) business days of the Division appointment announcement {Rule 6A-18.0425 FAC, Application and Selection}. The procedure shall be as stated above except that:

1. The grievance shall be filed in writing with the Division within seven (7) business days of the Division appointment announcement.
2. The written grievance shall not include any material required under Rule 6A-18.0425 (1), FAC (e.g. turning in application by due date).
3. The board's recommendation shall be issued to the Division within twelve (12) business days of the Division's appointment announcement.

Section 7: Termination, Revocation, or Suspension

7.0 Termination of LOFA

Non-Compliance Issues: A Licensed Operator Facility Agreement (LOFA) shall be terminated and/or the LOFA holder's license suspended or revoked for failing to comply with any one of the following:

1. The rules of Chapter 6A-18, FAC.
2. The provisions of the BBE Policy and Procedures Manual.
3. The tenets of the LOFA itself.
4. The terms and conditions of any permit or lease for property on which the vending facility being operated is located.
5. The terms and conditions for licensure.

Material Breaches: A Licensee's LOFA shall be terminated and/or the LOFA holder's license suspended or revoked for any of the following reasons:

1. Misuse or unauthorized use of Vending facility or equipment, in violation of the LOFA, including damage or destruction due to negligence or the failure to use ordinary or reasonable care;
2. Removal of state property or state funds from a Vending facility without the prior written approval of the Division;
3. Misuse or misappropriation of state funds;
4. Falsification of facility records or reports relating to the selection for or the operation of a Vending facility;
5. Fighting physically or the use of threatening, discriminatory, harassing, or abusive language at the Vending facility;
6. Being in possession of, selling or being under the influence of illegal drugs or alcohol at a Vending facility;
7. Becoming incapacitated to such a degree that the Vendor can no longer manage the Vending facility in a manner consistent with the requirements of subsection 6A-18.0421(1), FAC;
8. Failure to successfully complete, every two (2) years, three (3) continuing education units (CEUs) of courses approved by the Division;
9. Conviction of or plea of guilty or nolo contendere to, whether or not adjudication of guilt is withheld, a crime that is a felony or a first degree misdemeanor;
10. Unlicensed carrying of concealed weapons or concealed firearms, as set forth in Section 790.01, FS, in a Vending facility by the Blind licensee, excluding tools typically used in the operation of a Vending facility;

11. Failure by the Blind licensee to pay the Division for a) Initial working capital when due or b) Set-aside funds.
12. Failure by the Blind licensee to pay commissions or other financial obligations incurred in execution of the LOFA, following due notice from the Division;
13. Default on any repayment plan between the Blind licensee and the Division for initial working capital, Set-aside funds, or commission deficiencies. Default shall be determined as lack of satisfaction of the balance on said debt, following due notice from the Division;
14. Failure by the Blind licensee on two (2) consecutive occasions to submit, under the LOFA, the monthly business reports or Set-aside funds by the due date; or
15. Failure on three (3) separate occasions during any calendar year to submit, under the LOFA, the monthly business reports and Set-aside funds by the date due.

The Division shall serve written notice of its intent to terminate a LOFA and/or suspend or revoke the LOFA holder’s License. Such notification shall be via hand delivery or certified mail to the Licensee's last known address. Such action shall constitute an Agency Decision, which may be appealed through the Division's grievance process. Licensees will be referred to the State Comptroller's Office for any outstanding debts owed to the Division of Blind Services for unpaid set-aside levies and/or working capital shortages.

7.1 Emergency Suspension of License

If a Licensee's actions in operating a vending facility constitute an immediate danger to public health, safety, welfare, or to the assets of the vending facility, the Division shall immediately bar the Licensee from the vending facility with an emergency temporary suspension of the LOFA holder’s license. The Division shall provide the Licensee written notification of the cause for such suspension within ten (10) business days of the date of the action; such notification via hand delivery or certified mail to the Licensee's last known address. Unless the suspended license is reinstated, all facility proceeds shall revert to the Division from the day immediately following the suspension. If the license is reinstated, any accrued facility proceeds shall be provided to the Licensee immediately upon the reinstatement of the license.

7.2 Revocation of License

A license issued for the operation of a vending facility on federal, state, or other property may be revoked if one of the following applies:

1. Improved vision which exceeds the definition of legal blindness.
2. The Licensee voluntarily withdraws from the BBE.
3. The Licensee has an extended illness with documentation of inability to operate a vending facility.
4. The Licensee fails required background screening.

5. The Licensee has been the subject of one or more LOFA cancellations, so long as said cancellations have been upheld by the grievance process and any subsequent legal actions initiated by said licensee.

Before revocation of a license the Division of Blind Services shall do all of the following:

1. Provide a written notice indicating the reasons for initiating the revocation process.
2. Provide an informal opportunity for the Licensee to show cause as to why the current state of his/her vision or ill health should not be considered as cause for licensure revocation.
3. If the Division finds the licensee's reasons to be insufficient, such action shall constitute an Agency Decision, which may be appealed through the Division's grievance process.

7.3 Voluntary Resignation

At the time that a Licensee discontinues participation in the Bureau of Business Enterprise, their BBE license is revoked. Voluntary resignation from a facility is not considered discontinuation in the BBE program. An approved leave of absence is not considered termination or withdrawal from the program.

When a Licensee desires to disengage from the BBE, he or she shall provide a signed written statement, which includes the following language or similar: *"As of this date, I voluntarily withdraw from the Business Enterprise Program. With this withdrawal, I understand that my BBE license is correspondingly revoked."* The statement must be presented to the Regional Business Consultant at the time of, or prior to, the exit inventory. If the Licensee is not under contract, the statement may be submitted at the Licensee's discretion.

If the Licensee wishes to re-enter the program at a later date, they must again:

1. Meet any applicable eligibility requirements in effect at the time of re-entry;
2. Successfully complete the full BBE Training Program or required re-training as determined by the Division of Blind Services with the active participation of the Committee of Vendors, and
3. Pass all applicable tests required of persons working in Florida food service establishments.

Section 8: Committee of Vendors

8.0 Committee of Vendors

The Division of Blind Services established a State Committee of Vendors as prescribed by Rule. For its composition and duties refer to Chapter 6A-18.043, Florida Administrative Code. The State Committee of Vendors meets a minimum of four (4) times each year. Committee actions contribute to a balanced and effective administration of the program.

Members of the Committee work with BBE staff to develop, refine and resolve program policies and procedures, such as those contained in this Manual. Licensees who are not members of the Committee are encouraged to discuss any ideas for improvement or areas of concern with the Committee leadership or representative member prior to any regular meetings.

Issues may be discussed by the State Committee of Vendors as a whole or referred to a subcommittee. Any subsequent recommendations are presented to the Division of Blind Services. In this way the State Committee of Vendors carries out its mandate to serve an active and meaningful role in the administration of the Business Enterprise Program.

Announcements of upcoming meetings are made prior to each meeting. It is the responsibility of the Committee Chairperson or the Subcommittee Chairperson to see that the respective members are notified of such meetings.

The Committee operates according to by-laws. These by-laws are located on the BBE website. The Committee conducts its business according to accepted standards of parliamentary procedure. Minutes of the meeting are taken, and provided to DBS and the State Committee of Vendors.

8.1 Committee Structure

The Committee is composed of one (1) representative and one (1) alternate from each District, as designated by the Committee as a whole. A Chairperson and Vice-Chairperson are elected on a statewide basis by a majority vote of all Vendors. The Districts shall be established to assure equitable representation of all vendors in the program on the basis of such factors as geography and vending facility type with the goal of providing for proportional representation of vendors on federal, state, and private property.

These representatives and alternates are elected by their peers in the respective Districts at a District Meeting prior to the statewide workshop held every other year. The Bureau's Business Consultant, whose territory includes the respective District, oversees the election as required by the Code of Federal Regulations.

At a biennial meeting, following the election of each District's representative and alternate, a Chairperson and Vice-Chairperson are elected by the majority of Vendors present. A vendor is defined as a licensee who is under contract to operate a BBE vending facility. The Chairperson and Vice-Chairperson provide leadership for all licensees and work closely with BBE to promote the program and resolve both programmatic and operational issues as they arise.

The Committee's by-laws specify the following as standing subcommittees:

1. Grievance
2. Promotion and Transfer
3. Training, Retraining and Upward Mobility
4. Finance, Audit and Budgeting
5. Retirement and Fringe Benefits
6. Public Relations

The Chairperson may establish other ad hoc subcommittees as needed to explore specific questions and/or issues.

8.2 Committee Elections

The Division shall provide for the biennial election of the members to the State Committee of Vendors. The Chairperson, Vice-Chairperson and any Representative or Alternate may serve more than one term.

8.3 By-Laws

The Committee's by-laws provide procedures for the election of its members and delineates the scope of its activities. Licensees are encouraged to read the by-laws and participate in the functions of this representative body. A copy of the Committee's by-laws can be found at the following website: http://dbs.myflorida.com/BBE/Committee/vendors-by-laws.html

Section 9: Client Services

The Division's Bureau of Client Services, through its Senior Rehabilitation Specialists, underwrites the expenses involved for a client to participate in the BBE Client Services will pay for the following expenses when a new Licensee enters an initial LOFA to manage a BBE Facility:

1. Incorporation fees.
2. General Liability and Worker's Compensation Insurance Premiums – First 3 months.
3. Commercial Vehicle insurance for vending routes or interstate rest areas without storage, if approved (3 months).
4. State (Department of Business and Professional Regulation), County and City license fees.
5. Relocation twice for a client within a five (5) year period.
6. Consultation/setup fees for accounting services.
7. Adaptive equipment such as a talking cash register, talking bill identifier, etc., <u>if needed</u>.
8. A computer with any necessary adaptive technologies, <u>if needed</u>.

The Regional Business Consultant in the area where the Facility is located can assist the new Vendor in obtaining the needed services for which Client Services will fund.