

AGREEMENT FOR OPERATION OF A VENDING FACILITY
UNDER THE RANDOLPH SHEPPARD ACT AND R.I.G.L. § 40-9 *ET SEQ.*

This Agreement is Hereby Terminated as of:

Month/Day/Year

(S.L.A.)

(Vendor)

(Witness)

(Witness)

AGREEMENT FOR OPERATION OF A VENDING FACILITY
UNDER THE RANDOLPH-SHEPPARD ACT AND R.I.G.L. § 40-9 *ET SEQ.*
BETWEEN:

The Rhode Island Office of Rehabilitation Services (RIORS)/Services for the Blind and Visually Impaired/STATE LICENSING AGENCY and _____, a LICENSED BLIND VENDOR.

THIS AGREEMENT entered into this ____ day of _____ by and between the RIORS/Services for the Blind and Visually Impaired State/Licensing Agency (hereinafter, S.L.A), and _____, licensed as a blind Vendor under The Randolph-Sheppard Act and/or R.I.G.L. § 40-9 *et seq.* (hereinafter, Vendor) by the S.L.A., WITNESSETH:

WHEREAS, the S.L.A. has been granted a Permit by the _____ for the operation of a vending facility by a Vendor under the Randolph-Sheppard Act and/or R.I.G.L. § 40-9 *et seq.* (hereinafter, Permit) on the (Federal property) (non-Federal property) located at _____, a copy of which Permit is attached hereto and made a part of hereof; and,

WHEREAS, the S.L.A. has offered the Vendor the opportunity to operate the vending facility under the terms and conditions hereinafter set forth; and

WHEREAS, the Vendor has agreed to undertake the operation of the vending facility under the terms and conditions hereinafter set forth; and

WHEREAS, the parties do not intend to deviate in any way from responsibilities and rights imposed and granted by applicable Federal, State, or local laws or regulations by this agreement;

NOW, THEREFORE, in consideration of these premises, it is mutually agreed as follows:

A. THE S.L.A.

1. The S.L.A. will equip the vending facility for carrying out the business authorized by the Permit.
2. The S.L.A. will furnish initial stocks of merchandise and petty cash sufficient to enable the Vendor to commence operating the business authorized by the Permit. The S.L.A. will also furnish the Vendor with a complete inventory of all equipment, initial stocks, and petty cash provided.
3. The S.L.A. will maintain the equipment at the vending facility in good repair, and will replace obsolete and worn out equipment as necessary and as defined in the Permit, Attachment G.
4. When a Vendor in good standing wishes a short-term leave of absence not to exceed twenty (20) business days a year for any reason other than medical, the Vendor must request such leave from the S.L.A. at least two weeks prior to the beginning of the time period. The Vendor is responsible for finding and paying an acceptable substitute to operate the facility during any approved short-term leave (see Para. B.3. below).
The Vendor must provide the S.L.A. the name, address, and telephone number of the substitute Vendor.

Vendors working under an agreement must be on-site during normal working hours as defined in the Permit. No long-term absences are allowed except as stated below. Vacating the Vending facility beyond the twenty (20) working days' limit above, is cause for suspension or termination of license.

5. The Vendor shall immediately notify the S.L.A. of any unplanned absence from the vending facility due to medical reasons. If medical reasons present the Vendor from operating the vending facility as required in the Permit, s/he shall secure an acceptable substitute pursuant to paragraph B.3. below. If a Vendor is or anticipates being absent from his/her assigned vending facility for a period in excess of three (3) consecutive calendar months for medical reasons, s/he shall immediately notify the S.L.A. which may suspend the Operating Agreement and assume responsibility for operation of the facility for a period not to exceed twelve (12) months from the date of the suspension. Vendor shall provide written medical documentation substantiating the need of any extended medical absence from the vending facility. The documentation shall include a physician's opinion as to the length of time that the Vendor is anticipated to be absent from his/her vending facility. A letter will be sent to the Vendor notifying him/her of the suspension. At any time during the twelve (12) month suspension period that the Vendor is able to resume operation of the facility, he/she may do so with the approval of the S.L.A. upon written notification by the Vendor substantiating his/her ability to resume operation. The suspension of the Operating Agreement will cease and the Agreement shall be reinstated by the S.L.A. The S.L.A. will be responsible for taking and providing the Vendor a copy of the inventory on the date of suspension and on the date of reinstatement.

The Blind Vendor will not accrue seniority during the period of suspension.

11. The Vendor will keep such records and make such reports, as the S.L.A. shall require.

C. GENERAL

1. The operation of the vending facility will be limited to that specified and authorized in the Permit.

2. The right, title, and interest in and to the equipment of the vending facility, the stock in trade, and funds on hand are vested in the S.L.A., and will be left at the vending facility or turned over to the S.L.A. on the termination of this agreement for any reason by either of the parties. In such an event the fair market value of the Vendor's interest will be determined by the S.L.A. and paid to the Vendor or to the Vendor's heirs or assignees.

3. The monthly income of the Vendor shall be the net profits of the business of the vending facility for the period in question, less the funds which must be set aside, as established in writing by the S.L.A. pursuant to 34 CFR Part 395.9 and the applicable provisions in the S.L.A.'s Policy and Procedures Manual. If one of the purposes of the funds set aside is assuring a fair minimum return to Vendors, the net profits will be augmented by the amount necessary to bring the monthly income up to the fair minimum return.

4. Rebates, commissions, or bonuses received by the Vendor from suppliers are, and must be accounted for, as income of the vending facility. Under no circumstances are such funds to be treated as the separate, personal funds of the Vendor.

5. Only upon written authorization may merchandise be taken from the stock in trade of the vending facility by the Vendor for his own use and such taking shall be accounted for by the Vendor and paid for at cost prices.

6. The business and premises of the vending facility shall be covered by public liability insurance, fire and theft insurance, and any such other insurance as will protect the Vendor, any one employed by the Vendor, and the S.L.A. against losses and claims arising out of the conduct of the business of the vending facility. The cost of such insurance shall be a cost of operating the vending facility and taken into account as such in determining the net proceeds of the business.

7. This agreement may be terminated at any time, and for good cause, by either Vendor or S.L.A. This agreement shall be automatically terminated upon the revocation or termination of the Permit or the Vendor's License to participate in the program. In addition, it may be terminated by the S.L.A. if the business of the vending facility is not conducted in accordance with this agreement, the Permit, or with applicable Federal, State, or local laws and regulations.

8. When operating on state property any claims arising against the host facility shall be brought in state court and governed by state law. This limitation in no way prevents a Vendor, who is dissatisfied with any S.L.A. action arising from the operation or administration of the vending facility program, from taking action against S.L.A. pursuant to the Federal Randolph-Sheppard Act and the S.L.A.'s Policies and Procedures.

9. Upon termination of this agreement, the parties shall sign and date the NOTICE OF TERMINATION statement as recorded at the top of Page One (1) of this Agreement.

10. The S.L.A. shall issue in accord with this agreement a certificate in the attached format authorizing the Vendor to operate the facility at this location.

By:

Date

State Licensing Agency (S.L.A.)

By:

Date

Vendor

By:

Date

Witness

VENDING FACILITY APPLICATION AND PERMIT

APPLICATION AND PERMIT FOR THE ESTABLISHMENT OF A VENDING FACILITY ON FEDERAL, STATE, OR PRIVATE PROPERTY AS AUTHORIZED BY 20 U.S.C. SECTION 107 ET SEQ., 34 CFR 395 ET SEQ., THE FEDERAL RANDOLPH-SHEPPARD ACT, AND RHODE ISLAND GENERAL LAWS, TITLE 40, CHAPTER 9 ET. SEQ, AND THE OFFICE OF REHABILITATION SERVICES (“ORS”) POLICY AND PROCEDURES MANUAL.

The Services for the Blind and Visually Impaired of the State of Rhode Island requests approval of the _____, State Agency to place a vending facility # _____ on the property located at: _____;

SATISFACTORY SITE: It has been determined that this location meets the criteria of a satisfactory site as defined in 34 CFR 395.1 (q) revised July 1, 1993 and the ORS Policy and Procedures Manual (Any exceptions to this definition are to be noted in Attachment A).

TYPE, LOCATION AND SIZE OF FACILITY: Type of facility: _____ Facility location on the _____. Facility size _____. Attachment B. The types of articles to be sold and services to be offered are enumerated in Attachment C. The fixtures and equipment for this facility, including the responsibility for the provision thereof, are set forth in Attachment D. The location, type and number of vending

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT A

EXCEPTIONS

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT B

FLOOR PLAN AND/OR DESCRIPTION

STATE OF RHODE ISLAND

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT C

ARTICLES SOLD AND SERVICES OFFERED

STATE OF RHODE ISLAND

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT D

FIXTURES AND EQUIPMENT

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ – _____

ATTACHMENT E

LOCATION, TYPE AND NUMBER OF VENDING MACHINES

STATE OF RHODE ISLAND

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT F

PROVISIONS ASSOCIATED WITH VENDING MACHINES

STATE OF RHODE ISLAND

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT G

SITE SPECIFIC TERMS AND CONDITIONS

STATE OF RHODE ISLAND

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ – _____

ATTACHMENT H

**DEPARTMENT OF HUMAN SERVICES
NON-DISCRIMINATION NOTICE**

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the US Department of Health and Human Services implementing regulations (45 C.F.R. Parts 80 and 84) and the US Department of Education implementing regulations (34 C.F.R. parts 104 and 106), the Rhode Island Services for the Blind and Visually Impaired (RISBVI), Department of Human Services (DH), does not discriminate on the basis of race, color, national origin, handicap or sex in acceptance for or provision of services, employment or treatment, in its educational and other programs and activities. Under other provisions of applicable law, RISBVI does not discriminate on the basis of age, creed or political belief.

For further information about these laws, regulations, and RISBVI's grievance procedures for resolution of complaints of discrimination, contact DHS at 600 New London Avenue, Cranston, Rhode Island 02920, telephone number (401) 462-2130. The Community Relations Liaison Officer is the coordinator for implementation of Title VI; and the Vocational Rehabilitation Placement Supervisor is the coordinator for implementation of Title IX and Section 504. The Director of DHS or designee has the overall responsibility for RISBVI's civil rights compliance.

Inquiries concerning the application of Title IX and 34 C.F.R. Part 106 to RISBVI may also be made directly to the Assistant Secretary for Civil Rights, US Department of Education, Washington, DC 20202 or the Office of Civil Rights, US Department of Education, Region I, Boston, Massachusetts, 02109.