# Policy

The Bureau of Services to the Blind and Visually Impaired (BSBVI), Business Enterprises of Nevada Program (BEN), as approved by the Nevada Committee of Blind Vendors (NCBV), has established an Equipment Replacement Policy. The BEN Program will repair or replace all State owned equipment in accordance with the procedures stated and established in this policy as well as the *4.4 BEN Equipment Purchasing Policy*, subject to funds availability. The Operator shall not add to, modify, remove or replace any equipment without the written approval of the Bureau, per NAC 426.300(3). The Equipment Replacement policy is established as pursuant to NAC

* 1. through 426.360 and as permitted by Randolph-Sheppard Act, 20 USC 107b(5); and 34 CFR Sections 395.4, 395.6 and 395.10.

# Procedure

* + 1. The Operator shall promptly inform the BEN Program in writing of the need for equipment repairs or replacement. The Operator shall contact his/her BEO to report equipment malfunction/failure. Upon notification by the Operator of the need for equipment maintenance, the BEN Program shall promptly authorize repair, as established in the *4.4 BEN Equipment Purchasing Policy.*
		2. The title to vending facility equipment provided by BEN Program is vested in BEN Program
		3. Upon termination of the operating agreement and/or license, the Operator shall surrender BEN-owned equipment to its lawful owner in the condition in which it was received, reasonable wear and tear excluded. BEN Program shall assess the equipment to determine its condition. If equipment is removed or replaced, the equipment inventory shall be adjusted, as appropriate and provided to the new Operator. The Operator shall remove his/her Operator-owned equipment from the vending facility at his/her expense.
		4. The Operator shall acknowledge receipt of the equipment provided by the BEN Program as part of the Operating Agreement.
		5. The Operator shall use the equipment furnished by the BEN Program and/or agency named in the permit only for the purpose of the permit. The Operator shall exercise whatever care is necessary to preserve and maintain the equipment in working condition.
		6. The BEN Program shall provide all necessary repairs and replacement of BEN- owned equipment, subject to funds availability.
		7. The BEN Program shall phase-in the replacement of all BEN-owned equipment in accordance with the written replacement plan and subject to fund availability. Replacement shall occur within one year of the stated life expectancy, unless, after review of usage patterns and repair history, BEN staff determines that replacement should be either delayed or accelerated. Replacement may be delayed if a history of limited service problems can be demonstrated or may be accelerated if the equipment has a history of excessive mechanical failure.

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| ***Equipment Description*** | ***Life Expectancy (Years)*** |
| *Air conditioner* | *7* |
| *Broiler (electric or gas)* | *10* |
| *Beverage Dispensers, Refrigerated* | *8* |
| *Binoculars, observing station* | *35* |
| *Bill Changer* | *10* |
| *Blender* | *5* |
| *Blu-Ray player* | *6* |
| *Cabinet, Dough Proofing (bread, rolls)* | *12* |
| *Commercial Food Processor* | *10* |
| *Cash Register/ POS* | *6* |
| *Can opener, commercial* | *10* |
| *Canopy kiosk (foldable)* | *4* |
| *Coffee cart* | *25* |
| *Coffee Urns (electric or gas)* | *8* |
| *Coffee Makers* | *6* |
| *Coffee Brewer, Commercial* | *8* |
| *Coffee Grinder* | *6* |
| *Coffee, espresso machine* | *7* |
| *Computer tower or Laptop* | *6* |
| *Computer, monitor* | *6* |
| *Condiment stand* | *15* |
| *Crock pot* | *10* |
| *Dishwasher* | *14* |
| *Dispenser, cups* | *12* |
| *Dispenser, Soda* | *6* |
| *Display case, non-refrigerated* | *15* |
| *Dolly, transport, baking* | *10* |
| *Dough Mixer* | *14* |



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| ***Equipment Description (cont.)*** | ***Life Expectancy (Years)*** |
| *Espresso Machine* | *10* |
| *Food Warmer, Display* | *14* |
| *Food Mixer* | *14* |
| *Food Slicer* | *14* |
| *Food Steamer* | *10* |
| *Food Warming Drawer* | *14* |
| *Freezer, Walk-in* | *15* |
| *Freezer, display/ countertop* | *10* |
| *Freezer, reach-in* | *10* |
| *Fryer (electric or gas)* | *8* |
| *Fryer, enclosed (hood, not required)* | *11* |
| *Furniture, Office* | *15* |
| *Furniture, Dining area* | *15* |
| *Furniture, Outdoor seating* | *11* |
| *Garbage Disposal* | *8* |
| *Gondola* | *16* |
| *Granita Machine (Slush)* | *6* |
| *Grease trap recovery system* | *10* |
| *Griddle (electric or gas)* | *10* |
| *Hoods, exhaust system* | *25* |
| *Hot plate* | *8* |
| *Ice Maker (counter and floor)* | *8* |
| *Induction Burner* | *6* |
| *Ingredient bin (27 gal)* | *8* |
| *Juice Dispenser* | *6* |
| *Kettle (steam, electric or gas)* | *10* |
| *Mixer* | *12* |
| *Merchandising Freezer (reach-in)* | *10* |
| *Merchandising Cooler (reach-in)* | *10* |
| *Panini grill* | *10* |
| *Prep table, stainless steel (various sizes)* | *14* |
| *Printer* | *6* |
| *Printer, register/receipt, thermal* | *6* |
| *Proof Boxes (dough)* | *8* |

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| ***Equipment Description (cont.)*** | ***Life Expectancy (Years)*** |
| *Popcorn Machine* | *4* |
| *Range (electric or gas)* | *12* |
| *Refrigerator, Walk-in* | *15* |
| *Refrigerator, Display/ countertop* | *10* |
| *Refrigerator, Storage* | *12* |
| *Refrigerator, Household* | *10* |
| *Refrigerated Sandwich/Salad Unit* | *10* |
| *Rice Cooker* | *8* |
| *Router, network* | *6* |
| *Storage, shelving* | *10* |
| *Scales (digital, dial etc.)* | *5* |
| *Scanner, handheld (barcode)* | *6* |
| *Skittle Cooker* | *8* |
| *Shed, storage* | *15* |
| *Sinks (compartment, hand sink)* | *25* |
| *Signage, LED* | *7* |
| *Soft Serve, Ice Cream Machine (Yogurt Machine)* | *8* |
| *Sneeze Guard* | *8* |
| *Toaster, Commercial* | *8* |
| *Trash can/cabinet* | *8* |
| *TV* | *8* |
| *Oven, Commercial (electric or gas)* | *12* |
| *Oven, Microwave* | *5* |
| *Oven, Infra-Red* | *10* |
| *Oven (electric or gas)* | *8* |
| *Vegetable Peelers* | *8* |
| *Vending Machine* | *8* |
| *Ventilation Fan System* | *25* |
| *Ventilation Fire Suppression System* | *25* |
| *Ventilating Hoods – Water Wash* | *20* |
| *Water Heater (Electric or Gas, booster)* | *10* |
| *Water pump* | *13* |
| *Waffle iron* | *8* |

* + 1. Any equipment owned by BEN Program and not included in the above list will be replaced following manufacturers lifetime replacement recommendation or a recommendation determined by the BEN Chief at his or her discretion.
		2. BEN-owned Equipment, which is tagged with an identifying number, shall not be added or removed within a vending facility without the consent of the BEN Program. The removal and replacement of equipment for repairs or maintenance must be authorized by the BEN Program in writing. The Operator shall not purchase, lease, borrow or contract for equipment or services for the vending facility without the authorization of the BEN Program. Business Enterprise Officer (BEO) may remove any BEN-owned equipment from the vending facility if it is determined that it is not being properly used by the Operator. BEO shall give written notice of the intent to remove equipment seven (7) calendar days prior to removal. The notice shall state which equipment is to be removed and the date of the removal. After equipment removal, the Operator shall be provided with a revised copy of the inventory for his/her facility.
		3. The Operator shall be responsible for maintaining Operator-owned equipment in good repair, attractive and sanitary condition and for replacing worn-out or obsolete equipment.
		4. If an Operator eaves the program or is deceased, the BEN Program shall have the first option to purchase Operator-owned equipment at fair market value, in accordance with the State regulations and BEN Policies and Procedures. The BEN Program is not under obligation to purchase Operator-owned equipment, if it finds that it is not in the best interest of the program and its customers to do so, as stated in the NAC 426.355.