

Kittitas County Developmental Disabilities Program

2021 Request for Proposals for Kittitas County Courthouse Food and Beverage Services

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Section 1 – Introduction to Funding

Kittitas County contracts with the Washington State Developmental Disabilities Administration (DDA), a division of the Department of Social and Health Services, to provide services to individuals with developmental disabilities in the County. A portion of that contract is dedicated to indirect client services referred to as “Additional Consumer Services” in the County DDA contract or as “Information and Education funds” specifically the following special project, which would fund the initial start-up of food and beverage services for the Kittitas County Courthouse, per attached Professional Services Agreement (Attachment A).

DDA Funding requirement language reserved for special projects and demonstrations categorized into the following types:

1. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. “Project Search.”
2. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
3. Partnership Project: Collaborative partnerships with school districts, employment providers, the Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

Section 2 – Funding Guidelines

Kittitas County is currently seeking proposals for food and beverage services (espresso stand) for the Kittitas County Courthouse. Total one-time, start-up funding is limited to \$9,167.98 for infrastructure of the food and beverage stand, start up supplies, personnel, and/or training. Funds will not be continued after initial start-up and the contracted services will be expected to provide sustainable services.

Terms and conditions of funding:

- Funds associated with this RFP will begin upon execution of the Professional Services Agreement.



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- All funding will be distributed on a reimbursement basis.
- The County reserves the right to negotiate additional terms and conditions of awards.
- If it is discovered or believed that a recipient of funding has misappropriated or misused funds, this matter will be forwarded to the Kittitas County Prosecutor’s Office for investigation and action.
- Recipient of funds must be in compliance with all local, state, and federal guidelines, laws, regulations, and codes.
- Applicants must be able to satisfy all requirements in the Kittitas County Contract Professional Services Agreement.

Section 3 – Funding Priorities

Applications addressing the follow priorities will receive preference in selection.

- History of successful and sustainable food and beverage services.
- Experience with community involvement.
- Established policies and practices around diversity in the workplace.
- Established policies and practices around inclusive employment.

Section 4– Application Guidelines

The Kittitas County Developmental Disabilities (DD) Program (part of the Kittitas County Public Health Department) has primary responsibility for the administration of developmental disabilities services and programs in the County. The DD Program will receive all applications for these funds and will review the proposals with the Developmental Disability Advisory Committee (DDAC). The DDAC will make a recommendation about the proposals and the funding to the Board of County Commissioners (BOCC) who will make the final determination. The BOCC will be responsible for administering and monitoring contracts after initial start-up funding.

All applications will be evaluated using a score sheet. The score sheet is used as a screening tool for applications and does not necessarily dictate which applications are awarded funding or how much funding is awarded. The score sheet can be found in Attachment B.

An applicant who feels aggrieved in the application and award process may appeal to the Board of Kittitas County Commissioners under procedures established in the Administrative Procedure Act (RCW 34.05).



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A completed proposal will contain the following:

- The completed application form at <https://www.co.kittitas.wa.us/health/default.aspx>
- Draft Budget
- Copy of IRS Determination Letter (*for non-profits*)

Responses to this request shall be mailed (postmarked), hand delivered, e-mailed or faxed with all requested information by 5:00 pm on September 10, 2021 to the following:

Kittitas County Developmental Disabilities Program
Kittitas County Public Health Department
Attn: Kasey Knutson
507 N Nanum St., Suite 102
Ellensburg, WA 98926-2887
Fax: (509) 962-7581
Email: kasey.knutson@co.kittitas.wa.us

Incomplete and/or late applications and applications that do not follow instructions will not be accepted. If you have questions about this Request for Proposals, please contact Kittitas County Developmental Disabilities Coordinator: Kasey Knutson, 509-962-7515.



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Attachment A: Professional Services Agreement

This Agreement is made by and between Kittitas County (hereinafter “the County”) and [contractor] (hereinafter “Contractor”). The County and Contractor agree as follows:

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The County grants and Contractor accepts the exclusive right and privilege to operate food and beverage services for the Kittitas County Courthouse and to sell foods, candy, snack items, hot and cold nonalcoholic beverages, and other food items approved by the County within the premises of the Kittitas County Courthouse ("Courthouse"). The County shall furnish the necessary equipment and location and otherwise do all things necessary for or incidental to, providing the above listed services.

The County shall ensure that the Contractor assigned to operate the food and beverage services will provide safe food and beverages comparable to other commercial food service purveyors. This service will be provided in a courteous and professional manner in keeping with reasonable standards of good service.

The County shall ensure that the Contractor will employ, at a minimum, fifty percent of staffing with individuals receiving employment and day services for diagnosed disabilities within the County, with the percentage of staffing applied during hours of operation in addition to the employment roster. Food and beverage supplies will also, at a minimum, be sourced using approved locations that employ or benefit individuals with disabilities.

EFFECTIVE DATE OF AGREEMENT AND TERMINATION

The Agreement's term shall be from the date of execution by the County and shall terminate on [Month day, year]. Providing both Parties wish to renew this Agreement, a new agreement shall be executed prior to the expiration of the existing Agreement. This Agreement may be terminated with sixty (60) days advance written notice, based upon any of the reasons listed below:



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- a. Mutual agreement of the County and the Contractor;
- b. Demonstrated failure by either Party to correct a material breach of terms of this Agreement; or
- c. Demonstrated substantial cause provided in writing by either Party.

HOURS OF OPERATION

Mandatory hours of operation will be from 7:00 a.m. to 3:00 p.m. Monday through Friday.

The location shall not operate on Saturday, Sunday, or County holidays without prior written authorization from the County. The Contractor will be open for business during all County working business days, with the exception of:

- a. Early closures permitted only during holiday weeks;
- b. Reasonable periods for repair and cleaning; or
- c. Causes beyond the control of the Contractor/Department.

All requests for mandatory hours of operation changes, all day closures, or partial day closures, will be submitted by the Contractor in advance and in writing, with the exception of emergency requests. The Contractor should provide justification when requesting shortened hours of operation. The County will review requests as quickly as possible and, with the exception of emergency requests, shall respond in writing to the requestor. County will not unreasonably deny any reasonable request. Emergency requests by the Contractor and responses by the County, which are not presented in writing, shall be confirmed in writing for future documentation purposes.

Notification of County building closures due to unforeseen emergencies will be given to the Contractor in the same manner as County building employees.

PARKING

Parking at the Courthouse facility in the parking lots surrounding the building is provided for customers obtaining services at the Courthouse. The Contractor and any of its employees shall limit any parking in these areas to the delivery of supplies. Parking is available on the street and in the designated employee parking lots located off of Water Street.



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PAYMENT AND BILLING

The Contractor shall pay the County a monthly fee of [\$] to operate the espresso stand located inside of the Kittitas County Courthouse. The fee will cover maintenance and operational repairs, the use of facility, and utilities. To the extent that the Contractor is responsible to the County for this or any other fee, it is understood that the County will be responsible for collection of payment from the Contractor. The County will bill the Contractor quarterly and the Contractor shall make payments to:

Kittitas County
Board of County Commissioners (BOCC)
205 West 5th Avenue
Ellensburg, WA 98926

OPERATING FEE INCREASES

The County reserves the right to increase the monthly operating fee if the actual cost to the County exceeds the amount being charged or exceeds the operational maintenance and repairs. The County shall provide a minimum of forty (40) days' written notice before any increase is implemented. Any damage caused by the Contractor beyond normal wear and tear will be billed to the Contractor.

RECORDS MAINTENANCE

The Parties to this Agreement will maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records will be subject to inspection, review, or audit by personnel of the Contractor or the County, other personnel duly authorized by either party, the Office of the State Auditor, or a federal or State official so authorized by law. The County shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and

any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period. Records that pertain to County business are subject to disclosure under the Public Records Act and must be maintained in accordance with the requirements of the Secretary of State.



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INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of the other Party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments will not be binding unless they are in writing and signed by the Kittitas County Board of Commissioners.

ORDER OF PREFERENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state statutes and regulations;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

SEVERABILITY

If any provision of this Agreement or any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.



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GOVERNING LAW

The laws of The State of Washington will govern this Agreement. In the event of a lawsuit involving this contract, venue will be proper only in Kittitas County.

STATEMENT OF OPERATION

The County shall ensure that the Contractor and the Contractor's employees will obey and cooperate with all the terms of this Agreement which apply to them.

The County and the Contractor will maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In maintaining such relationships, the County shall ensure that the Contractor does not engage in discriminatory conduct as outlined below under "NONDISCRIMINATION".

Neither the County nor the Contractor will be liable for failure to perform the respective obligations under this Agreement when such failure is caused by fire, explosion, power or water disruption, natural disaster, inevitable accident, civil disorder or disturbance, strikes or other industrial disturbance, vandalism or riot, sabotage or like causes, including but not limited to any resulting decrease in employee participation in which would cause a change of style and hours of operation and other contractual arrangements.

The County shall not permit use of County property for any purpose other than as provided in this Agreement.

NONDISCRIMINATION

The County shall ensure that the Contractor will not discriminate in any way against anyone, including but not limited to: employees or applicants for employment, customers, suppliers, etc., based on any Federal or State protected status. This expectation of non-discrimination will include but not be limited to the following areas: Employment, promotion, demotion, transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, training, and selection for special assignments. It shall also apply to service provided to customers, both employees and members of the public. No customer shall be refused service or



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treated differently based on any protected status. Failure on the part of the Contractor to honor a policy of non-discrimination will result in a complaint by the County and proper action to ensure adherence to the policy will be taken.

CLOTHING

The Contractor and all employees of the Contractor will be attired in appropriate, clean apparel, and use standard company-branded attire and/or nametags that clearly distinguish them as employees of the Contractor.

MAINTENANCE OF THE FACILITY

The Contractor will be responsible for housekeeping and sanitation in the food and beverage service areas, including but not limited to: equipment, counters, appliances, furniture, serving area, etc.

The Contractor will be required to maintain a food service permit. The County shall expect that the Contractor understands the necessity to comply with all rules and regulations established by the Washington State Board of Health and Health Officers of Kittitas County regarding sanitation and health in public food handling establishments.

The Contractor will ensure that their equipment is maintained and repaired without cost to the County. The County shall not permit, or enter into an agreement to permit, purchase of supplies or merchandise, implied or otherwise, under the name of, or on the assumed credit of, the County. There will be no storage space available for use on County property for any operational supplies other than that within the designated Courthouse location.

SECURITY

The Contractor will be responsible to secure all service and storage areas during the hours of food and beverage services. The County has the responsibility to provide reasonable means to protect its property after business hours.



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SECURITY CLEARANCE

The Contractor and each of the Contractor's employees must complete a background check through the Washington State Patrol, at the Contractor or the employee's expense, and it must be released to the County. The Contractor shall ensure compliance with RCW 43.43.830-842.

INSURANCE

The Contractor will obtain and keep in force during the terms of this Agreement, a commercial general liability insurance policy of not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate, and an auto liability policy of not less than \$1,000,000. These policies shall be primary and non-contributory, and will name Kittitas County as an additional insured. Contractor shall provide thirty (30) days' advance written notice of cancellation to the County. A certificate of insurance will be provided to Kittitas County to include policy endorsements/exclusions.

The Contractor shall carry workman's compensation insurance covering all employees who may be employed from time to time for any purpose connected with the operations of said food service and will provide proof of such coverage to the County if requested.

Except as otherwise provided in this Agreement, the County shall not be responsible for any costs associated with the operation of food and beverage services. The Contractor shall comply with all city, county, state and federal laws and shall purchase all licenses and permits and pay all taxes which are applicable to performance and hold the County harmless from the above costs.

Both Parties agree to hold harmless, indemnify and defend each other from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of either Party's acts, errors or omissions in the performance of this Agreement. PROVIDED HOWEVER, that the Party's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence, recklessness, or intentional act of either Party. PROVIDED FURTHER, that in the event of the concurrent negligence of the Parties, the County's obligations hereunder shall apply only to the percentage of fault attributable to the County, its employees, or agents.



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SIGNS AND AWNINGS

The County requires written consent before the Contractor erects or places any advertising signs or awnings. If the County permits the Contractor to erect or place any advertising signs or awnings, then the County will be the sole judge as to the acceptability concerning type, size, location and specific wording of the message. Any costs for signs will be solely the responsibility of the Contractor.

The County reserves the right to approve all displays of signage or notices. The Contractor will not fasten, paste or tape on or near its espresso stand any signs, notices or advertising media unrelated to the services provided under this Agreement, unless agreed to in writing by the County. The County reserves the right to remove any signage or notices displayed on County property or related to County business.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the Parties hereto.



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IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2021.

CONTRACTOR BUSINESS NAME

APPROVED:

BOARD OF COUNTY COMMISSIONERS

KITTITAS COUNTY, WASHINGTON

[insert authorized name/title]

Brett Wachsmith, Chairman

ATTEST:

Laura Osiadacz, Vice-Chairman

Julie A. Kjorsvik, Clerk of the Board

Cory Wright, Commissioner

Mandy Buchholz, Administrative Supervisor



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Attachment B: RFP Scoring Sheet

Criteria	Possible Points	Points Awarded	Comments
Years of experience serving food and beverages.	0-5 years=5 5-10 years=10 10-20 years=15 20+ years=20		
Organization in good standing with KCPHD food permitting?	Yes=10 No=0		
Years of experience supervising employees.	0-5 years=5 5-10 years=10 10-20 years=15 20+ years=20		
Does the organization give back to the community? (Providing services to events, donations, team sponsorship, etc.)	Yes=10 No=0		
Years of experience providing community involvement.	0-5 years=5 5-10 years=10 10-20 years=15 20+ years=20		
Does the organization's primary mission, development plan, or handbook encompass diversity?	Yes=10 No=0		
Does the Organization have a history of inclusive employment?	Yes=10 No=0		
Does the organization have policies, development plans, or employee handbooks in place around diversity or inclusivity in the workplace?	Yes=15 No=0		
Organization addressed sustainable business practices.	Yes=10 No=0		
	Points Possible=125	Points Awarded=	