



Administrative Office of the Courts

Request for Qualifications and Quotes ACQ-2013-1015-RFQQ Janitorial Services – Buildings #1 and #2

1206 Quince St. S.E.
P.O. Box 41170
Olympia, WA 98504-1170

Project Title: Janitorial Services – Buildings #1 and #2

Procurement Website: <http://www.courts.wa.gov/procure/>

Estimated Contract Period: January 1, 2014 through December 31, 2014, with four one year options to extend

Proposal Due Date: All Proposals whether mailed or hand delivered must arrive by 5:00 p.m. Pacific Standard time on November 13, 2013. Faxed bids WILL NOT be accepted.

Building Walk-through A mandatory walk-through of Buildings 1 and 2 is scheduled for November 1, 2013 at 10:00 a.m. Please contact the RFQQ Coordinator listed below, on or before 1:00 PM October 30, 2013 to confirm your attendance.

Submit Proposal To: Jonathan Sutter, RFQQ Coordinator
 Administrative Office of the Courts
 1206 Quince Street SE
 PO BOX 41170
 Olympia, WA 98504-1170

RFQQ Schedule

RFQQ releasedOctober 24, 2013
 Mandatory Building Walk-ThroughNovember 1, 2013
 Last date for questions regarding RFQQNovember 6, 2013
 Proposals due 5:00PM Pacific Standard Time.....November 13, 2013
 Successful vendors announced December 3, 2013
 Contract start date January 1, 2014

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Administrative Office of the Courts (AOC) wishes to contract with a qualified vendor for janitorial services for each of its 29,128 square foot facilities in the Eastside Plaza; 1112 Quince St. SE – Building 1 and 1206 Quince St. SE – Building 2, Olympia, WA. Building diagrams will be provided at the Mandatory Walk-Through (see Section 2.2). The janitorial services requirements are contained on the Janitorial Specifications Sheets, which are attached as Exhibit A, Exhibit B, and Exhibit C.

1.2 MINIMUM QUALIFICATIONS

- Licensed to do business in Washington State;
- Minimum of five (5) years of experience in commercial building janitorial services for building sizes of 25,000 square feet or more;
- Minimum of three (3) commercial account references;
- Agree to perform all janitorial specifications set forth in attached exhibits.

1.3 PREVAILING WAGE

This bid is subject to prevailing wage requirements (reference [chapter 30.12 RCW](#) and [WAC 296-127](#)). Wages to be paid workers pursuant to this contract shall not be less than the prevailing rate of wage in the same trade or occupation in the locality within the state where the labor is performed (for current rates see <http://www.lni.wa.gov/prevailingwage/jwages/20132/BUIL.pdf>). By submission of a properly signed and completed bid, Vendor agrees to comply with all provisions of [chapter 30.12 RCW](#) and [WAC 296-127](#).

1.4 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this solicitation is tentatively scheduled to begin on or about January 1, 2014, and to end on December 31, 2014. Amendments extending the period of performance, if any, shall be at the sole discretion of the AOC. The AOC reserves the right to extend the contract for six (6) additional one year periods.

1.6 SERVICES REQUIRED

The vendor awarded a contract under this RFQQ will provide services and staff, and otherwise do all things necessary for or incidental to the performance of Janitorial Services as specified in Exhibit A, Exhibit B, and Exhibit C.

2. GENERAL INFORMATION FOR VENDORS

2.1 RFQQ COORDINATOR

Upon release of this RFQQ vendor communications concerning this acquisition must be directed to the RFQQ Coordinator listed below. Unauthorized contact regarding this RFQQ with other AOC employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on AOC. Only written statements issued by the RFQQ Coordinator may be relied upon.

Name:	Jonathan Sutter
	Administrative Office of the Courts
Street Address	1206 Quince Street SE
Mailing Address	P. O. Box 41170
City, State, Zip Code	Olympia, WA 98504-1170
Phone Number	360-705-5265
Fax Number	360-956-5700
E-Mail Address	Jonathan.sutter@courts.wa.gov

2.2 BUILDING WALK-THROUGH - MANDATORY ATTENDANCE

A mandatory building walk-through is scheduled for November 1, 2013 at 10:00 a.m. Prospective Vendors that do not attend the building walk-through will be excluded from the bidding process. If you plan to attend the walk-through, please notify the RFQQ Coordinator by 1:00 PM on October 30, 2013. Provide your company name and the names of the individuals attending the walk-through.

2.3 VENDORS' QUESTIONS

Specific questions concerning the RFQQ must be submitted to the RFQQ Coordinator by email no later than the listed date in the RFQQ Schedule. Questions will not be accepted beyond this date. Responses will be posted at <http://www.courts.wa.gov/procure/>.

Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses from the RFQQ Coordinator to questions will be considered official.

2.4 SUBMISSION OF PROPOSALS

The vendor's proposal, in its entirety, must be received by the RFQQ Coordinator in Olympia, Washington, in accordance with the schedule contained on the cover page to this RFQQ. Vendors assume the risk of the method of dispatch chosen. Responses may be delivered by mail, courier, hand-delivery, or email.

Late proposals may be disqualified from consideration.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Any information contained in the proposal that is considered proprietary and exempt from disclosure under the provisions of [chapter 42.56 RCW](#) by the vendor must be clearly designated. Each page must be identified by the word “confidential” printed in the lower right hand corner of the page and the particular exception from disclosure upon which the vendor is making the claim shall be referenced below the word “confidential. Marking of the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view or obtain a copy of a vendor’s proposal, the AOC will comply with applicable public disclosure requirements. If any information in the proposal is marked as proprietary the affected vendor will be given an opportunity to seek an injunction or restraining order against the requested disclosure.

2.6 REVISIONS TO THE SOLICITATION

The AOC reserves the right to change the RFQQ Schedule or issue amendments to this RFQQ at any time. The AOC also reserves the right to cancel or reissue the RFQQ.

2.7 MINOR ADMINISTRATIVE IRREGULARITIES

The AOC reserves the right to waive minor administrative irregularities contained in any response.

2.8 MOST FAVORABLE TERMS

The AOC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms that the VENDOR can propose.

2.9 CONTRACT TERMS & CONDITIONS

The apparent successful vendor will be expected to enter into a contract with all the terms and conditions attached as Exhibit E and all other terms and conditions stated in this RFQQ. In no event is a VENDOR to submit its own standard contract terms and conditions in response to this solicitation.

2.10 COSTS TO PROPOSE

The AOC will not be liable for any costs incurred by the VENDOR in preparation of a proposal submitted in response to this solicitation.

2.11 NO OBLIGATION TO CONTRACT

This solicitation does not obligate the AOC to contract for services specified herein.

2.12 REJECTION OF PROPOSALS

The AOC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this solicitation.

The AOC reserves the right to select apparent successful vendor based on the best interest and value to the AOC.

2.13 INSURANCE REQUIREMENTS

The successful Vendor shall maintain in full force and effect, the insurance described in this section. The Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to the AOC within one (1) business day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at the AOC's sole option, result in this contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a. Commercial General Liability

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

b. Employers Liability

Employers Liability insurance covering the risks of Vendor's employees bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

c. Industrial Insurance Coverage

Prior to performing work under this contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The AOC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

d. Crime Coverage

Crime Coverage with a deductible not to exceed \$100,000 and coverage of not less than \$1 million single limit per occurrence and \$2 million in the aggregate.

Note:

- Vendor shall pay premiums on all insurance policies. Such insurance policies shall name the AOC as an additional insured on all general liability policies. Such policies shall reference the contract number as entered into between the Vendor and the AOC and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the AOC by the insurer.
- All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the AOC and shall include a severability of interests (cross-liability) provision.

- Vendor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.
- Vendor shall furnish to the AOC contract manager copies of certificates of all required insurance prior to the contract start date and copies of renewal certificates prior to the start date of any amendment to the contract. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AOC's sole option, result in this contract's termination.
- By requiring insurance herein, the AOC does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to the AOC in this contract.

3. EVALUATION AND CONTRACT AWARD

3.1 PROPOSAL CONTENTS

- A. Completed Exhibit D - Bid Form

3.2 RESPONSIVE PROPOSALS

For proposals to be considered responsive the following conditions must be met:

- Proposals must be submitted by the due date and time and in accordance with Section 3.1.
- Vendor must have attended the Building Walk-Through (see Section 2.2).
- Vendors must meet the Minimum Qualifications as denoted in Section 1.2.

3.3 EVALUATION PROCEDURE

Phase 1 - Responsive proposals meeting the minimum qualifications set forth in this solicitation, will be ranked based on cost. AOC will select the top-scoring firms as finalists for an in-person interview and reference check (Phase 2).

Phase 2 - The following weighting will be applied to the bidders who are moved to Phase 2 for final evaluation:

References	25%
In-person interview	25%
Cost Proposal	50%

3.4 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the VENDOR for clarification of any portion of the VENDORS proposal.

3.5 FINAL DETERMINATION OF APPARENTLY SUCCESSFUL VENDOR

AOC shall select and announce the Apparent Successful Vendor under this Solicitation.

3.6 DEBRIEFING OF UNSUCCESSFUL VENDORS

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the notification to unsuccessful vendors is e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of your proposal;
- Critique of your proposal based on evaluators' comments; and
- Review of your final score in comparison with other Vendors' final scores without identifying the Vendors.

3.7 PROTEST PROCEDURE

In order to submit a protest under this RFQQ, a Vendor must have submitted a Proposal for this RFQQ, and have requested and participated in a debriefing conference. Vendors submitting a protest to this procurement shall follow the procedures described herein or their proposal shall not be considered. This protest procedure constitutes the sole administrative remedy available to the vendor under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will be rejected.

In the event a protest may affect the interest of any other vendor, such vendor(s) will be given an opportunity to submit their views and any relevant information on the protest to the RFQQ Coordinator.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to insure that procedures described in the procurement document were followed, all requirements were met, and all vendors were treated equally and fairly.

Protests shall not be accepted prior to selection of the apparent successful vendor. Protests must be received within five (5) business days from the date of the notification of the unsuccessful vendor's Debriefing Conference. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.