# REQUEST FOR APPLICATION FOR A DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) CONTRACT

**INTRODUCTION**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), hereby requests applications to establish a Multiple Award Schedule for **Medical Equipment & Supplies** pursuant to the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01 *et seq*., and the District of Columbia Supply Schedule (DCSS) Program. The DCSS Program provides District customer agencies with competitive choices, reduced procurement processing time and increased levels of utilization of Certified Business Enterprises (CBEs).

The applicant must agree to enter into a contract in the form of the DCSS Contract attached as Attachment A and agree to be bound by the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts attached as Attachment B. It is critical that you review the DCSS contract terms and conditions (Contract) and the Standard Contract Provisions (SCP) before completing the application process.

For information, please contact James Webb, (202) 724-4021, james.webb@dc.gov.

# The DCSS is designated only for vendors that are CBEs under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq*., as amended.

For information on the CBE certification process, vendors must contact the Department of Small and Local Business Development (DSLBD) at (202) 727-3900.

**SECTION 1**

**OVERVIEW**

**How Do We Do It?** The applicant offers supplies or services (within the scope of the DCSS) and adopts or offers prices from an existing federal contract. If the applicant already has a federal contract consistent with the DCSS scope, prices no greater than those from that contract shall be offered.

The approved applicant will enter into a contract (Attachment A) with the District of Columbia which will include DCSS terms and conditions and ordering procedures that follow District of Columbia procurement codes, policies and guidelines.

Once the contract has been awarded, the contractor markets the services and supplies, distributes the authorized price list and provides DCSS staff with a monthly report of all sales transactions. The customer agency may order through OCP or utilize a District of Columbia purchase card to order directly from the contractor to receive the supplies and services.

**What if my company offers similar supplies or services under a federal multiple award or other federal contract? What if my company does not have a federal multiple award or other federal contract?**

If the applicant has a federal contract for services or supplies consistent with the scope of the DCSS, the applicant shall offer to the District prices that are no greater than the applicant’s own federal contract.

If the applicant does not have its own federal contract, it may adopt the pricing schedule of another contractor’s federal contract for supplies or services within the scope of the DCSS. In this case, the applicant’s prices shall be no greater than the adopted federal contract prices. In order to avoid seriously underpricing or overpricing its supplies or services, the applicant is encouraged to examine its cost of doing business, including overhead expenses, management capabilities, strategic goals and other factors, before adopting another contractor’s federal price schedule. Applications submitted without an adopted federal contract will be **rejected** and will not be considered for award

Customer references must be provided to demonstrate that an applicant has a satisfactory record of past performance and is qualified to provide the services and supplies offered from another contractor’s federal contract. The DCSS applicant should ensure that there is a substantial match between the skills in the DCSS application and the adopted federal contract. For supplies, the applicant must provide written evidence at the time of submitting its Letter of Offer that it is authorized to sell the supplies and provide related services (e.g., maintenance, installation, repair, and training). Written authorizations from manufacturers or distributors will meet this requirement for resale of products and the provision of related training and services.

**Make Us An Offer**

The applicant will be required to complete and submit the documentation required in Section 5.

**What supplies and services cannot be offered?**

All supplies and services being offered must have already been competitively evaluated and awarded via a federal contract. The applicant may use its own federal contract, or may adopt the pricing schedule of another contractor’s federal contract, provided that the supplies and services are within the scope of the DCSS application. If the supplies and services offered are not within the scope of the DCSS application and do not reside on an already existing federal contract, they will be excluded because pricing must be based on an antecedent contract.

Vendors offering proprietary products for which there is only one source will be excluded because no federal award contract will exist.

Only supplies and services approved for the DCSS may be included within the scope of the respective application.

# SECTION 2

**CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

* 1. **DESCRIPTION OF SERVICES OR SUPPLIES**

The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies is seeking contractors to provide Medical Equipment & Supplies.

# CONTRACT TYPE

The District contemplates awards of Indefinite Delivery/Indefinite Quantity (ID/IQ) type contracts. Contracts resulting from this request will allow District agencies to use this vehicle to procure a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in either an individual Task Order (TO) or Purchase Order (PO).

# SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

If the applicant has its own federal award contract, it must offer prices that are no greater than the prices set forth within that contract.

If the applicant does not have its own federal contract, it may adopt the pricing schedule of another contractor’s federal contract for supplies or services in accordance with the scope of this request. In this event, the applicant’s prices shall be no greater than the adopted federal contract prices.

# REQUIRED INFORMATION

The applicant is required to complete and return the documentation described in Section 5. **Applications submitted without the adopted federal schedule contract and pricing will be rejected and will not be considered for award.**

* 1. **ORDERING LIMITATIONS AND INFORMATION**

The services and supplies shall be provided only as authorized by the TOs or POs issued in accordance with the ordering procedures described in the contract. The total value of task orders/purchase orders shall be in compliance with the ordering limitations below. Except for any limitations on quantities or dollars set forth below, there is no limit on the number of task orders/purchase orders that may be issued. The District may issue task orders/purchase orders for services or supplies for multiple projects at multiple locations simultaneously.

MINIMUM ORDER: The District guarantees the minimum order for each awardee in an amount of ten dollars ($10.00) for the base year and each of the option years. The District is not obligated to order any supplies or services beyond the stated minimum.

MAXIMUM ORDER: For any TO or PO, the maximum order limitation shall be no greater than the maximum contract ceiling amount.

MAXIMUM CONTRACT CEILING: The maximum contract ceiling for each schedule varies per year and is outlined below:

|  |  |
| --- | --- |
| Schedule Contract Ceiling | Schedule Contract |
|  $750,000.00  |  Printing & Document Management |
|  $900,000.00  | Engineering & Logistics Services |
|  $400,000.00  | Advertising, Novelties, Souvenirs, Promotional & Specialty Products |
|  $500,000.00  | Audit & Financial Management Services |
|  $500,000.00  | Medical Equipment & Supplies |
|  $500,000.00  | Training Services |
|  $900,000.00  | Marketing, Media & Public Information |
|  $500,000.00  | Moving & Logistics Services |
|  $850,000.00  | Security Equipment, Security Services & Emergency Preparedness |
|  $10 million | Industrial Services |
|  $900,000.00  | Industrial Supplies & Apparel |
|  $5 million | Furniture & Furniture Management Services |
|  $5 million | Office Supplies, General |
|  $10 million | Temporary Support Services |
|  $10 million  | Information Technology Equipment and Software |
|  $10 million | Mission Oriented Business Integrated Services |

# 2.6 PRICING

a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.

b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award. For example, in the event that the current federal prices which you intend to adopt are in a year other than the base year, you shall adopt those prices or prices no greater than those prices, as your base year prices and continue to offer prices no greater than the prices set forth in the remaining federal contract periods. In the event that prices for the adopted federal contract are in the last option period and the period of performance of the DCSS contract will continue beyond the last option period of the adopted federal contract, the contractor shall adopt and offer prices that are no greater than that last period.

c. The pricing letter shall be submitted on your company letterhead.

d. The pricing sheets shall be required prior to contract award. The pricing sheet must contain company’s name and continuous page numbers at the bottom.

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# 2.7` BASE YEAR/OPTION YEARS AND PRICING

* + 1. The applicant shall identify all supplies or services that the applicant will provide from the federal multiple award or other federal schedule contract for Medical Equipment & Supplies as described in Section 3 of this request. Please complete and submit item descriptions and prices for each period listed below.
		2. If the applicant intends to offer the entire pricing schedule of the adopted federal contract, simply indicate for each category below “applicant hereby adopts the entire price schedule or catalog.”
		3. List all supplies, services labor categories and related prices for the base year and each option year of the contract.

 **2.8 SALES DISCOUNTS**

DCSS contractors shall provide the District discounts based on the aggregate purchases made under the DCSS. Contractors shall remit, as a discount on sales, one percent (1%) of all Purchase Orders, Task Orders, and purchase cards transactions under their contract on a monthly basis. The amount due shall be paid by check and delivered with each monthly sales report.

# 2.9 NUMBER OF FEDERAL MULTIPLE AWARDS ELIGIBLE FOR ADOPTION

Applicants may adopt two federal multiple award or other federal contracts in their application. The applicant may offer prices that are lower or no greater than the prices within the adopted contract.

**2.10** **DEALERS OR SUPPLIERS**

For contracts to provide supplies, if the Applicant is other than the manufacturer, the Applicant must submit prior to award of a contract, either:

1. A letter of commitment from the manufacturer which will assure the Applicant of a source of supply sufficient to satisfy the District’s requirements for the contract period, or
2. Evidence that the Applicant will have an uninterrupted source of supply from the manufacturer to satisfy the District’s requirements for the contract period.

**2.11** **LIMITATION OF DCSS CONTRACTORS**

The District reserves the right to limit the number of awardees for a given multiple award schedule.

# SECTION 3

**SPECIFICATIONS**

* 1. **SCOPE: MEDICAL EQUIPMENT & SUPPLIES**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies seeks contractors to provide medical equipment & supplies as listed below:

# TYPE OF SUPPLIES

* + 1. **DESCRIPTION**
	+ Adhesive Tapes and Adhesive Bandages
	+ Applicators/Swabs/Wipes/Pads
		- Plain
		- Treated
	+ Bandages/Gauzes
		- Plain
		- Treated
		- Casting
		- Elastic
	+ Dressings
		- Adherent (impregnated or non impregnated)
		- Non adherent (impregnated or non impregnated)
	+ Binders/Suspensories
	+ Sponges, Surgical
	+ Surgical Handles/Blades
		- Blades
		- Handles
		- Blade/Handle Combinations
	+ Surgical Hand Instruments (Includes instrument accessories)
		- Disposable
		- Reusable
	+ Scopes, Medical

With accessories and replacement parts. Includes but is not limited to duodenoscopies, endoscopes and surgical microscopes. Excludes laboratory microscopes.

* + Cannulas, Airways, Tubes and Accessories

(All Styles, types and sizes, except those relating to blood transfusion and IV apparatus)

* + Catheters (excluding urinary catheters)

(All Styles, types and sizes, except those relating to blood transfusion)

* + - Cardiac/Thoracic
		- Suction Catheters
		- Other
	+ Colostomy/Ostomy Products
	+ Gloves, Medical Surgeon's and Examinary (Latex and vinyl and other, all sizes)
		- Sterile Latex
		- Sterile Vinyl
		- Non-Sterile Latex
		- Non-Sterile Vinyl
		- Other
	+ Medical Diagnostic Instruments (excluding equipment)
		- Sphygmomanometers
		- Otoscopes
		- Stethoscopes
		- Thermometers
		- Hand-Held Dopplers and Pulse-Oximeters
		- Laryngoscopes
		- Other
	+ Needles, Syringes, and Jet Injectors
		- Needles, Hypodermic
		- Syringes
		- Syringe and Needle Combination
		- Syringe and Needle Combination (antistick)
		- Protective Sheaths (for needles, hypodermic and IV (antistick))
		- Needles, Biopsy
		- Jet Injectors, Needle-free
	+ Stockings (Anti-embolism/Compression only)
	+ Sutures, Suture Needles, Staples and Extractors (All type and sizes)
	+ Sets, Kits and Trays, Disposable (Such as irrigation kits and blood gas kits (excluding first aid kits and urinary products))
		- Procedural/Instrument
		- Treatment
		- Other
	+ Wound Drainage Systems and Kits/Evacuators (excluding equipment and equipment accessories)
	+ Implants, Surgical (Excluding pacemakers and related supplies)
		- Joints, Hip, Knee and Accessories
		- Intraocular Lenses
		- Other
	+ Disposable Contamination Containers
		- Sharps
		- Biohazard Bags
		- Chemotherapy Containers
		- Other
	+ Urine and Specimen Collection Products (Excluding laboratory items)
		- Specimen Cups and Containers
		- Urinary Drainage Bags, Kits and Sets
		- Urinary Catheters
		- Other Urinary Supplies (including urometers, flowmeters, etc.) (excluding urine test strips)
	+ Bags, Heat/Cold
		- Hot Water
		- Ice
		- Chemical
	+ Bands, Patient Identification
	+ Orthopedic/Surgical Supports
		- Splints
		- Braces
		- Immobilizers/Soft Goods (including Stockinettes)
		- Positioners (excluding Wheelchair Positioners)
		- Supports
		- Cervical Collars
		- Other
	+ Incontinent Products
		- Pads, Bed Linen, Protective
		- Ice
		- Chemical
	+ Brush-Sponge Surgical Scrubs
	+ Charts and Chart Racks (Medical only)
	+ Restraints, Adult and Pediatric (Medical application)
	+ Drapes, Surgical (Aseptic, surgery application only)
	+ Hospitalware, Plastic/Stainless (Medical use only, such as bedpans, urinals, sponge bowls and watersets)
	+ Hospital Clothing (Patient/nurse/doctor)
		- Disposable
		- Reusable
		- Impervious Disposables (Includes masks/shields, goggles, gowns, jumpsuits, personal protection kits (excluding first aid kits), and mortuary packs/shroud kits)
	+ Audiometer Equipment/Audiometric Booths (off-the-shelf, standard configuration)

With accessories and replacement parts.

* + Vision Screening and Test Equipment With accessories and replacement parts.
	+ Ophthalmic Units

Includes floor, wall and stand–alone devices with accessories and replacement parts. Also includes slit lamps.

* + ENG Apparatus

With accessories and replacement parts.

* + Ophthalmic Surgical Equipment

With accessories and replacement parts

* + Lasers, Surgical

With accessories and replacement parts. Includes but is not limited to Argon, CO2 and Yag. Excludes investigational devices.

* + Cryosurgical Apparatus

 With accessories and replacement parts.

* + Electrosurgical Apparatus

 With accessories and replacement parts.

* + Cardiopulmonary Apparatus

With accessories and replacement parts. Includes but is not limited to heart–lung machines, blood oxygenators, cardioplegia solution delivery sets and arterial filters.

* + Blood Warmers

With accessories and replacement parts.

* + Anesthesia Equipment

 With accessories and replacement parts.

* + Suction/Aspiration Equipment

With accessories and replacement parts. Includes suction canisters. Excludes suction catheters

* + Secondary Oxygen Equipment

With accessories and replacement parts. Includes but is not limited to flowmeters, regulators, immersion heaters and hose assemblies.

* + Oxygen Concentrators

With accessories and replacement parts.

* + Carts, Emergency, Cardiopulmonary Resuscitation (Crash) with accessories and replacement parts.
		- Oxygen Respirators/Resuscitators

With accessories and replacement parts.

* Vital Signs (Stand–Alone Units Only)
* Blood Pressure (Stand–Alone Units Only)
* Blood Flow (Stand–Alone Units Only)
* Blood Gas (Stand–Alone Units Only)
* Fetal/Neonatal (Stand–Alone Units Only)
* Oximeter (Stand–Alone Units Only)
* Esophageal Motility/Esophageal Pressure (Stand–Alone Units Only)
* Other
	+ Tele-Home Care

Including accessories and replacement parts

* + Respiratory Monitors

With accessories and replacement parts.

* + ECG/EKG Apparatus

With accessories and replacement parts.

* + Holter Cardiograph Apparatus

With accessories and replacement parts

* + Electrodes, Universal, Leadwires and Cables

Includes but is not limited to monitoring and diagnostic type. Excludes pacemaker, electrosurgical and stimulator electrode.

* + Stress Test Monitors

 With accessories and replacement parts, including treadmills and ergometers

* + Pulmonary Function Testing Equipment

With accessories and replacement parts

* + Erection Aid Devices

With accessories and replacement parts

* + Defibrillators

 With accessories and replacement parts.

* + Pacemakers and Ancillary Items (With accessories and replacement parts)
		- Pacemaker, DDDR, dual chamber, rate responsive pacing
		- Pacemaker, DDD, dual chamber, pacing
		- Pacemaker, VVIR/SSIR, single chamber pacing
		- Pacemaker, VVI/SSI, single chamber, ventricular pacing
		- Pacemaker, VDD, atrial sensing, ventricular pacing
		- External Pacemaker, DDD, dual chamber pacing
		- External Pacemaker, SSI, single chamber pacing
		- Ancillary products-pacing and defibrillator leads and accessories
		- Implantable Cardioverter Defibrillators, with Bradycardia pacing
	+ EEG Apparatus

With accessories and replacement parts.

* + EMG Apparatus

With accessories and replacement parts.

* + Urodynamic Measurement Apparatus With accessories and replacement parts.
	+ IV Pumps

Purchase and rental. With administration sets, accessories and replacement parts. Excludes chemicals and needles.

* + Pumps, Patient Feeding, Enteral

With administration sets, accessories and replacement parts. Excludes drugs, chemicals and needles.

* + Hemodialysis Equipment

Accessories, replacement parts, and consumable items.

* + Autotransfusion Units (Blood) Postoperative
	+ Noninvasive Bone Growth Stimulators

Purchase and rental. Excludes investigational devices.

* + Acute Care Beds

Purchase and rental. With accessories and replacement parts. Beds designed for intensive care.

* + Physiotherapy Apparatus

With accessories and replacement parts. Includes traction equipment, muscle rehabilitation units, temperature therapy systems and exercise cycles.

* + Whirlpool/Hydrobaths and Bath Units, Medical

With accessories and replacement parts.

* + Stimulators, Muscle, Nerve and Pain Control With accessories and replacement parts.
	+ Phototherapy Cabinets (Ultraviolet) With accessories and replacement parts.
	+ Flotation Pads/Mattresses for Therapy

Includes Intermittent Pressure Pumps and Pads. Purchase and rental. With accessories and replacement parts.

* + Hyperthermia/Hypothermia Systems With accessories and replacement parts.
	+ Lifts, Patient Equipment for Hospital and Home Use With accessories and replacement parts.
	+ Transport Units (Stretchers), Patient With accessories and replacement parts.
	+ Scales, Electronic and Mechanical, Patient, Medical Only With accessories and replacement parts.
	+ Tables, Patient Examination, Treatment and Operating With accessories and replacement parts.
	+ Lights, Surgical, Ceiling and Surgical Stand With accessories and replacement parts.
	+ Chairs and Stools, Patient Examining

With accessories and replacement parts. Excludes dental.

* + Carts, Medication, Patient Application With accessories and replacement parts.
	+ Carts, Medical Supplies, Patient Application With accessories and replacement parts.
	+ Cabinets, Medical and Surgical

With accessories and replacement parts. Includes surgical scrub stations.

* + Cabinets, Warming

With accessories and replacement parts.

* + Nourishment Workstations

 With accessories and replacement parts.

* + Instrument Stands/Tables (Surgical) with accessories and replacement parts.
	+ Ultrasonic Cleaning Systems

With accessories and replacement parts.

* + Sterilizer and Sanitizer Equipment

With accessories and replacement parts. Includes laboratory units and transportation units. Excludes control indicator/aids, tapes and wrappers.

* + Sterilization Products (Excluding equipment accessories, such as trays, baskets and other various hardware items)
		- Sterilization Control Indicators/Aids
		- Tapes
		- Wrappers and Bags
		- Other
	+ Medical Waste Treatment Systems
	+ Medication and Supply Packaging and Dispensing Equipment With accessories and replacement parts.
	+ Pharmacy Furniture

With accessories and fixtures. Excludes piping.

* + Tablet Splitters
	+ Prescription Information Aids, Equipment and Supplies for Patient Use

**SECTION 4**

# PERIOD OF PERFORMANCE AND DELIVERABLES

# TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

# OPTION PERIOD

The District may extend the term of the contract by exercising up to four (4), one-year option periods.

The total duration of this contract, including the exercise of any options, shall not exceed five (5) years.

* 1. **DELIVERABLES**

# The contractor is required to submit monthly sales reports. Failure to submit the reports may be cause for termination of the contract or the District’s decision not to exercise an option to extend its term.

* 1. **MAXIMUM CONTRACT CEILING**
		1. The District reserves the right to increase or decrease the maximum contract ceiling for this schedule at any time by written modification.
		2. No individual order or accumulated amount of orders within a twelve-month period placed by the District shall exceed $500,000.00.
		3. Contracting officers are encouraged to seek price reductions when orders exceed ten percent (10%) of the maximum ceiling. The contractor agrees to negotiate price reductions for any items when orders exceed ten (10%) of the maximum ceiling.

# 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

For contracts for services in the amount of $300,000 or more, the contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq*. (First Source Act), in accordance with **clause 35** of the Standard Contract Provisions, **51% District Residents New Hires Requirements and First Source Employment Agreement.**

# SECTION 5

**APPLICATION**

The following details exactly what information must be included in your application for a DCSS contract. **Failure to submit all of the necessary information will be cause to reject the application.** The contracting officer reserves the right to waive any of these requirements.

Complete, sign and return the following documents electronically via email: dcss@dc.gov

* **Tax Certification/Affidavit**, available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents”
* **First Source Employment Agreement**, available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents”
* **EEO Compliance Forms**, available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents”
* **Letter of Offer** (Attachment C)
* [**Metropolitan Washington Council of Governments Rider Clause**](https://ocp.dc.gov/node/817142), available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents”
* **Bidder/Offeror Certifications**, available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents”
* For supplies, submit written substantiation that the applicant is authorized to sell the supplies and provide related services.
* For services, clearly identify labor categories and specific services being offered in the price schedules for the base and option years.
* **Your price list** - If the entire contract catalog or price list for services or supplies is not being offered, clearly specify the supplies and services that are being offered for your DCSS contract.
* A copy of the current federal multiple award or other federal contract with pricing
* Required certificates of insurance
* A copy of each District of Columbia license, registration or certification that the applicant is required by law to obtain
* A copy of your capabilities or Mission Statement
	+ - Provide a minimum of three customer references. New contractors, without past performance references in the name of the contractor, may provide references for the principal of the contracting entity.
* Certification that the contractor and its personnel meet the minimum education/experience requirements, as stipulated in the current federal multiple award or other federal contract being used to establish the DCSS.

**SECTION 6**

**CONTRACT ADMINISTRATION**

# CONTRACTING OFFICER (CO)

Only contracting officers may enter into, modify and sign contracts on behalf of the District.

# SECTION 7

**SPECIAL CONTRACT REQUIREMENTS**

 **7.1** **DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The contractor shall be bound by the most current Wage Determination issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §§ 6701-6707 ***as of the date of award of the contract***. If an option is exercised, the contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the contracting officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment.

# SECTION 8

**INSTRUCTIONS, CONDITIONS AND NOTICES TO APPLICANTS**

**8.1 CONTRACT AWARD**

**8.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

The District intends to award multiple contracts to responsible applicants whose applications conforming to this request will be most advantageous to the District.

# 8.2 APPLICATION INFORMATION

DCSS application submission is on a continuous basis. However, the District reserves the right to establish a closing or due date for any and all applications, and incorporate any provision regarding late applications and amendments of applications at a later date by written amendment to this request.

# 8.3 EXPLANATION TO PROSPECTIVE APPLICANTS

Applicant should submit any questions relative to the application process electronically via email to either James Webb, james.webb@dc.gov or Juva Hepburn, juva.hepburn@dc.gov. The District will furnish responses via email.

An amendment to the request will be issued if that information is necessary in submitting applications, or if the lack of it would be prejudicial to any other prospective applicant.

Oral explanations or instructions given before the award of the contract will not be binding.

**8.4 APPLICATION PROTESTS**

Any actual or prospective contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in an application which are apparent at the time set for receipt of initial applications shall be filed with the Board prior to the time set for receipt of initial applications. In procurements in which applications are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of applications following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the application.

# 8.5 SIGNING OF APPLICATIONS

The contractor shall sign and date the Letter of Offer and include it with all other required documents.

**8.6 UNNECESSARILY ELABORATE APPLICATIONS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this application are not necessary and may be construed as an indication of the applicant's lack of price consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

# 8.7 RETENTION OF APPLICATIONS

All pricing documents will be the property of the District and will be retained by the District, and therefore will not be returned to the applicants.

#  8.8 APPLICATION COST

The District is not liable for any cost incurred by the applicants in submitting responses to this request for applications.

# 8.9 ACKNOWLEDGMENT OF AMENDMENTS

The applicant shall acknowledge receipt of any amendment to this request electronically via e-mail at dcss.group@dc.gov. An applicant’s failure to acknowledge an amendment may result in rejection of its application.

# 8.10 LEGAL STATUS OF APPLICANT

Each applicant must provide the following information:

* Name, address, telephone number, and federal tax identification number of applicant;
* If the applicant is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the applicant shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
* If the applicant is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

# 8.11 STANDARDS OF RESPONSIBILITY

The applicant must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the applicant must submit relevant documentation within five (5) days of the request by the District. To be determined responsible, a prospective contractor must demonstrate that it:

* Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
* Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
* Has a satisfactory performance record;
* Has a satisfactory record of integrity and business ethics;
* Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
* Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq*.;
* Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
* Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
* Has not exhibited a pattern of overcharging the District;
* Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of $1,000 or 1% of the contract value, up to $25,000; and
* Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

If the applicant fails to supply the information requested, the contracting officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the contracting officer shall determine the applicant to be non-responsible.

**8.12 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Applicants who include in their application data that they do not want disclosed to the public or used by the District except for use in the procurement process shall:

Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the District government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If however, a contract is awarded to this applicant as a result of or in connection with the submission of this data, the District government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (***insert numbers or other identification of sheets***).”

Mark each sheet of data it wishes to restrict with the following legend:

**“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."**

# SECTION 9

 **METHOD OF AWARD**

**9.1 BASIS OF AWARD**

Selection of awardees shall be based on applicant achieving the following:

(a) Identifying and offering prices that are no greater than those on an identified federal multiple award or other federal contract that is providing services or supplies consistent with the scope of the DCSS. The District reserves the right to enter into negotiations to establish fair and reasonable prices.

(b) Determining the applicant responsible in accordance with Section 8.11 of this request.

(c) Furnishing all information required in Section 5.

# 9.2 NOTICE OF AWARD

The applicant shall be notified in writing of its acceptance as a DCSS contractor.