

SOLICITATION, OFFER, AND AWARD		1. Caption Student Hearing Officers		Page of Pages 1 32	
2. Contract Number	3. Solicitation Number DCGD-2008-R-0014	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Response (RFQ) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 5/27/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of the State Superintendent of Education (OSSE) 441 4th Street, NW, STE 350N Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street NW BID ROOM Ste 703 South Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 23-Jun-08
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Janet Spevak	B. Telephone			C. E-mail Address janet.spevak2@dc.gov
		(Area Code) 202	(Number) 535-1757	(Ext)	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE							
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Price/Cost	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	6	X	J	List of Attachments	25
x	D	Packaging and Marking	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19	X	K	Representations, certifications and other statements of offerors	25
X	F	Deliveries or Performance	19				
X	G	Contract Administration Data	21	X	L	Instructions, conditions & notices to offerors	26
X	H	Special Contract Requirements	23	X	M	Evaluation factors for award	30

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

REQUEST FOR QUALIFICATIONS (RFQ) DCGD-2008-R-0014 STUDENT HEARING OFFICERS

TABLE OF CONTENTS

SECTION B - SUPPLIES OR SERVICE AND PRICE	4
B.1 INTRODUCTION	4
B.2 CONTRACT TYPE	4
B.3 TERM AND PRICE SCHEDULE	5
SECTION C: STATEMENT OF WORK	6
C.1 SCOPE AND APPLICABLE LAW	6
C.2 BACKGROUND	7
C.3 QUALIFICATIONS FOR SPECIAL EDUCATION HEARING OFFICERS	7
C.3.1 MANDATORY QUALIFICATIONS	7
C.3.2 MANDATORY REQUIREMENTS	8
C.3.3 PREFERRED QUALIFICATIONS	9
C.3.4 SELECTION PROCESS	9
C.3.5 WORK CONDITIONS AND EXPECTATIONS	12
C.3.6 STANDARDS OF CONDUCT AND DECORUM	12
C.3.7 MAINTENANCE OF CASE FILES	13
C.3.8 COMPLIANCE WITH TIMELINES	13
C.3.9 DECISION FORMAT	14
C.3.10 CASE UPDATES	15
C.3.11 CASE RECORDS	15
C.4 QUALIFICATIONS AND EXPECTATIONS	15
C.5 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST	16
C.6 TRAINING AND EVALUATION	17
C.7 ASSIGNMENT OF CASES	18
SECTION D: PACKAGING AND MARKING	19
SECTION E: INSPECTION AND ACCEPTANCE	19
SECTION F: DELIVERIES OR PERFORMANCE	19
F.1 CONTRACT TYPE	19
F.2 TERM OF CONTRACT	19
F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT	19
F.4 DELIVERABLES	20
SECTION G: CONTRACT ADMINISTRATION DATA	21
G.1 INVOICE PAYMENT	21
G.2 INVOICE SUBMITTAL	21
G.3 METHOD OF PAYMENT	22
G.4 CONTRACTING OFFICER (CO)	22
G.5 AUTHORIZED CHANGES BY THE CO	22
G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	22
SECTION H: SPECIAL CONTRACT REQUIREMENTS	23
H.1 PUBLICITY	23
H.2 FREEDOM OF INFORMATION ACT	23
H.3 PROTECTION OF PROPERTY	24

H.4 INDEPENDENT CONTRACTOR	24
SECTION I: CONTRACT CLAUSES	24
I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS	24
I.2 CONTRACT THAT CROSS FISCAL YEARS	24
I.3 CONFIDENTIALITY OF INFORMATION	24
I.4 TIME	24
I.5 SUBCONTRACTS	25
I.6 INSURANCE	25
I.7 ORDER OF PRECEDENCE	25
SECTION J: LIST OF ATTACHMENTS	25
SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CANDIDATES	25
SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CANDIDATES	26
L.1 CONTRACT AWARD	26
L.2 RESPONSE FORM, ORGANIZATION AND CONTENT	26
L.3 RESPONSE SUBMISSION DATE AND TIME	28
L.4 EXPLANATION TO PROSPECTIVE CANDIDATES	29
L.5 SIGNING OF OFFERS	29
L.6 UNNECESSARY ELABORATE RESPONSES	29
L.7 RETENTION OF RESPONSES	29
L.8 FAILURE TO SUBMIT OFFERS	29
L.9 RESPONSE PROTESTS	29
L.10 RESPONSE COSTS	30
L.11 ACKNOWLEDGEMENT OF AMENDMENTS	30
L.12 CERTIFICATES OF INSURANCE	30
SECTION M: EVALUATION FACTORS	30
M.1 EVALUATION FOR AWARD	30
M.2 TECHNICAL RATING	31
M.3 EVALUATION CRITERIA	32

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 INTRODUCTION

The Office of the State Superintendent of Education (“OSSE”), on behalf of the Office of Review and Compliance (“ORC”), Student Hearing Office (“SHO”) requests response from attorneys to serve as independent Hearing Officers for special education due process hearings brought pursuant to the Individuals with Disabilities Education Act. (IDEA: 20 U.S.C. Section 1400 et seq; 34 C.F.R. Part 300). The candidates must either be a current member in good standing of the District of Columbia Bar or a current member in good standing of another State Bar and eligible for waiver into the District of Columbia Bar. If a candidate is selected and is not a current member of the District of Columbia Bar, he/she must file a petition to waive into the District of Columbia Bar within 14 days of notice of intent to award.

All Candidates must possess judicial temperament and have at least five years of active legal experience as an attorney. A minimum of 2 years of practice in the areas of special education, disability law, administrative law, or civil rights and/or experience with court, administrative, or arbitration litigation, including as a Judge, Administrative Law Judge, or Hearing Officer is desirable. (See Section C.3 for all mandatory qualifications.)

This [RFQ] is made in accordance with paragraph 139 of the Blackman Jones Consent Decree which provides, that under the Consent Decree, the District of Columbia “[is] not bound by the D.C. Procurement Practices Act, D.C. Code Section 2-301.01 et seq., any other District or federal law relating to procurement, and any regulations thereunder.”

B.2 CONTRACT TYPE

The OSSE anticipates multiple awards under an Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contract to Candidates interested in full-time and part-time services. The Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order contracting vehicle will allow OSSE to maintain an open schedule of reserve contractors who can serve as Hearing Officers or, if requisite qualifications are met and the contractor elects to do so at the OSSE’s request, serve in the capacity of a complaint investigation officer or a mediator. For more information regarding Active and Reserve Hearing Officers, see section C.3.4.2.

The OSSE plans on selecting at least four (4) full-time Hearing Officers. Full-time hearing officers will be guaranteed earnings of at least \$100,000 but not more than \$168,000 per year. A full-time Hearing Officer will provide services, as described in Section B.3.2, a set number of hours every week and will be compensated for those hours at the established reimbursement rate (see B.3.2).

The OSSE also plans on selecting at least six (6) part-time Hearing Officers. They will be compensated for hours worked at the established reimbursement rate (see B.3.2).

Applicants should identify whether they wish to apply for full-time work only or part time work only. If an applicant wishes to be considered for either full time or part time work, the applicant should indicate which he/she would prefer.

The OSSE reserves the right to appoint Hearing Officers to due process hearing complaints on a designated rotational basis.

As noted above in this section, and in section C.3.4.2, the OSSE may request that Reserve Hearing Officers serve as complaint investigation officers or mediators. Reserve Hearing Officers will be compensated at the same rate for investigation and mediation services as for Hearing Officer services. Service as an investigator or mediator is at the election of the Candidate. Willingness or refusal to serve as an investigator or mediator upon request shall have no impact on the Candidate's status as a Reserve Hearing Officer.

B. 3 TERM AND PRICE SCHEDULE

B.3.1 TERM

The base period of the contract shall be one year from date of award with option for the OSSE to renew the contract for up to four one-year periods.

B. 3.2 PRICE

The maximum IDIQ contract ceiling for each award per contract year shall be \$168,000.00. Multiple contracts will be awarded for the dollar range \$1.00 to \$168,000.00. The payment will be based on fixed hourly rate. The fixed hourly rate shall not exceed \$150.00 per hour.

The OSSE shall reimburse the Contractor at a rate not to exceed \$150.00 per hour for Hearing Officer Services, which rate shall be determined by the OSSE based on the Candidate's experience and qualifications.

Part time Hearing Officers who are asked to perform investigation and mediation services will be paid for these services at the same rate they are paid for Hearing Officer services.

The Contractor will be paid at the established hourly rate for: pre-hearing and case management activities related to an assigned case, including pre-hearing and status conferences and correspondence and communication with the parties; the conduct of the due process hearings; the writing of Orders and the final Hearing Officer Determination and the conduct of necessary research. The Contractor will not be compensated for time spent on administrative and clerical matters such as: internal organization of files, papers, exhibits, or other documents; creating billing records; and copying.

The Contractor will be paid one-half the Contractor's established rate for attending training sessions required by the Student Hearing Office, excluding the Orientation program described in Section 3.4.

Both full time and part time Hearing Officers will be scheduled to preside over administrative due process hearings on specific days at specific times. Part time Hearing Officers will be expected to describe their availability for a particular month two weeks in advance of the beginning of that month.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE AND APPLICABLE LAW

The Contractor shall provide services as an impartial due process Hearing Officer for special education due process hearings in accordance with the Individuals with Disabilities Education Act (IDEA: 20 U.S.C. §1400 et. seq. and 34 C.F.R. Part 300, including 20 U.S.C. §1415; 34 C.F.R. §§300.507 – 300.518 and 300.530 – 300.536; and Title 5 D.C. Municipal Regulations (D.C.M.R.), Chapter 30, including §§3029-3033, the “Special Education Student Hearing Office Due Process Hearing Standard Operating Procedures”(SOP) and the “Blackman/Jones Consent Decree (See below).

C.1.1 STUDENT HEARING OFFICE STANDARD OPERATING PROCEDURES AND BLACKMAN/JONES CONSENT DECREE

The District of Columbia Public Schools is a defendant in a class action law suit known as Blackman v. District of Columbia, 97-CA-1629. The complaint alleged and the District was found liable for failing to provide due process hearings and issue final determinations within the timeframe prescribed by the IDEA and failing to timely implement Hearing Officer determinations and settlement agreements. On June 30, 2006, the parties entered into a Consent Decree known as the “Blackman/Jones Consent Decree.” The Blackman/Jones Consent Decree contains certain provisions governing the handling of administrative due process hearings and the establishment of “Standard Operating Procedures” for the Student Hearing Office. Therefore, in addition to federal laws and court decisions, the Hearing Officers must comply with the Student Hearing Office Standard Operating Procedures (SOP), all applicable policies promulgated by the OSSE, and provisions of the Blackman/Jones Consent Decree and a related Alternative Dispute Resolution (ADR) Agreement concluded in the case in December 2007. The OSSE assumed the responsibility for administering the Student Hearing Office from DCPS as of October 1, 2007.

C.1.2 SELECTION OF CURRENT RELEVANT LAWS AND DOCUMENTS

C.1.2.1 Links to relevant federal law can be found at <http://idea.ed.gov/>

C.1.2.2 The District of Columbia Special Education Hearing Office Due Process Hearing Standard Operating Procedures (SOP) can be found at <http://osse.dc.gov/seo/cwp/view,a,1222,q,561186.asp>

C.1.2.3 The Blackman/Jones Consent Decree and related documents can be found at <http://osse.dc.gov/seo/cwp/view,a,1222,q,561151.asp>

C.1.3 CHANGES IN LAWS, REGULATIONS AND POLICIES

If the foregoing are revised during the term of the contract, the Contractor shall provide the services as an impartial Hearing Officer in accordance with the law, regulations and procedures in effect and applicable to the proceedings.

C.1.4 DEFINITIONS

The definitions of terms used in this RFQ regarding children with disabilities and the provision of a free appropriate public education are found in the IDEA 34 C.F.R. §§300.4-300.45 and 5 DCMR 3001.1 (Note all references to 34 C.F.R. Part 300 are references to the IDEA).

C.2 BACKGROUND

The IDEA imposes a duty upon the District of Columbia to establish and maintain an impartial administrative due process hearing system to hear and adjudicate disputes between parents of children with disabilities and any local education agency (as defined at 34 C.F.R. § 300.28) on any matters relating to the identification, evaluation, or educational placement of a child with a disability, or the provision of free appropriate public education to the child. (35 C.F.R. §300.507)

Final decisions of special education Hearing Officers may be appealed to a state or federal district court of competent jurisdiction. (20 U.S.C. §1415(i)(2) and 34 C.F.R. §300.516)

The rights of the parties to a due process hearing are set forth in the IDEA (34 C.F.R. §300.512). These hearings are not conducted according to the technical rules of evidence and those related to witnesses.

C.3 QUALIFICATIONS FOR SPECIAL EDUCATION HEARING OFFICERS

C.3.1 MANDATORY QUALIFICATIONS FOR INDEPENDENT AND IMPARTIAL HEARING OFFICERS

As required by the IDEA (34 C.F.R. §300.511) and §600.2 of the SOP, Hearing Officers in a special education due process hearing must be independent and impartial.

C.3.1.1 (A) A Hearing Officer shall not be an employee of the OSSE or the Local Education Agency (LEA) as defined by 34 C.F.R. §300.28 that is involved in the education or care of the child. LEAs include both DCPS and some public charter schools in the District.

(B) A Hearing Officer shall not be an employee of Public Charter Schools, or private schools in which a student has been placed or any public or private agency or organization that is involved in the education or care of the student who is or may be the subject of the hearing;

(C) A Hearing Officer shall not be a person having a personal or professional interest that conflicts with the person's objectivity in the hearing.

(D) A Hearing Officer shall not be employed by or represent schools or parents in any matter in any jurisdiction, nor be an employee of any parent rights or disability rights agency or organization.

(E) The Contractor/Hearing Officer will be required to sign a conflict of interest statement. (See attachment J.2.2)

(F) A person who otherwise qualifies to conduct a hearing under paragraph C.3.1 of this section is not an employee of the OSSE solely because he or she is paid by the OSSE to serve as a Hearing Officer.

C.3.1.2 Except as provided in paragraph C.3.1.3, during the term of his or her contract with the OSSE to serve as a Hearing Officer, a Hearing Officer shall not represent, contract with, be employed by or accept any remuneration from any individual or entity (including, without limitation, any child, parent, teacher, administrator, school district, charter school or regional education service center) in connection with any matter relating to or involving public education in the District of Columbia (including, without limitation, any matter arising under or relating to the IDEA, Section 504 of the Rehabilitation Act of 1973, and any other federal or D.C. law, rule or regulation relating to education);

C.3.1.3 The restriction set forth above shall not restrict or prohibit a Hearing Officer from:

(A) Accepting compensation or remuneration from the OSSE pursuant to a contract entered into in accordance with this RFQ, or

(B) Accepting compensation or remuneration for serving as a Hearing Officer in a Section 504 hearing, as an investigator for the State Complaint Office, or for acting as a mediator in educational disputes (provided, however, that a Hearing Officer may not serve as a Section 504 Hearing Officer, an investigator with the State Complaint Office, or as a mediator in any case or matter involving a student who has been the subject of a due process hearing over which the Hearing Officer has presided).

C.3.2 MANDATORY REQUIREMENTS REGARDING BAR MEMBERSHIP, EXPERIENCE & EXPERTISE

C.3.2.1 In addition to the requirements of independence and impartiality, Candidates must meet the following mandatory qualifications:

(A) Possess judicial temperament;

(B) Be an attorney in good standing of the District of Columbia Bar or be a current member in good standing of another State Bar and eligible for waiver into the District of Columbia Bar. All Candidates shall provide a certificate of good standing for all bars of which he/she is a member, as well as, proof of length of membership when submitting response.

If a candidate is selected and is not a current member of the District of Columbia Bar, he/she must file a petition to waive into the District of Columbia Bar within 14 days of notice of intent to award and provide proof of submission of application to the Student Hearing Office;

(C) Have been engaged in the active practice of law for at least five (5) years. A minimum of 2 years of practice in the areas of special education, disability law, administrative law, or civil rights and/or experience with court, administrative, or arbitration litigation, including as a Judge, Administrative Law Judge, or Hearing Officer is desirable; and

(D) Not have engaged in the practice of law that primarily (more than 50%) represented or been associated with a firm or organization that has primarily (more than 50%) represented D.C. parents, D.C. students, D.C. public schools or D.C. public charter schools, or other D.C. K-12 educational agencies in front of the Student Hearing Office or in civil court in disputes against D.C. public schools or D.C. public charter schools over educational services, student activities, or student discipline for the two (2) years preceding the submission of response.

(E) Demonstrate the qualifications described in section C.3.4.1.1 below.

(F) Demonstrate “Good” or “Excellent” writing skills, as defined by the Technical Rating Scale described in Section M.2.

C.3.3 PREFERRED QUALIFICATIONS

C.3.3.1 The following qualifications are not mandatory but will be awarded points by the Evaluation Panel as part of the overall consideration of all responses:

(A) Commitment to participating in the reform of the Student Hearing Office through active case management, impartiality, diligent record-keeping and responsiveness to parties.

(B) Commitment to appropriate legal practices in the conduct of administrative hearings and participation in professional development.

(C) The flexibility of schedule of any other employment that the Candidate intends to maintain while serving as a Hearing Officer, if selected.

(D) Past experience using electronic docketing or case management systems and/or comfort level with and willingness to master using technology in general.

(E) A minimum of 2 years of practice in the areas of special education, disability law, administrative law, or civil rights and/or experience with court, administrative, or arbitration litigation, including as a Judge, Administrative Law Judge, or Hearing Officer.

C.3.4 SELECTION PROCESS

C.3.4.1 Initial Selection Process. The OSSE shall review all responses received by 2:00 P.M. on June 23, 2008.

A panel comprised of individuals selected by the State Superintendent of Education shall review each of the responses and will invite back for interview those Candidates that the panel considers most qualified to be a Hearing Officer.

Those interviews are expected to take place during the period of June 30-July 2, 2008, but may be moved at the OSSE's discretion. The OSSE will not pay travel expenses for interviews, but if a Candidate resides more than 100 miles from the District of Columbia, the OSSE may offer an opportunity for an interview by teleconference. After each of the Candidates selected for interview has been interviewed by members of the panel, the panel shall select some or all of the Candidates to participate in a three-day orientation program currently scheduled for July 29-31, 2008. The OSSE will pay expenses for travel to the Orientation as provided for in Section L.10. All candidates selected to participate in the orientation either will be offered a contract as an active Hearing Officer or designated as a reserve Hearing Officer.

C.3.4.1.1 The three day orientation program sponsored by the OSSE shall focus on special education law, the conduct of special education pre-hearing conferences and hearings and decision writing. Candidates will not be compensated for attending the orientation but, if a Candidate is interested in continuing legal education credit from his/her Bar Association for the orientation training, the OSSE will provide the requisite information to the Candidate for his/her submission. The orientation will include written and oral exercises and at the conclusion of the orientation the Candidate must possess:

- (A) Knowledge of, and the ability to understand, the provisions of the IDEA, Federal and District of Columbia regulations pertaining to the IDEA and the education of children with disabilities, and legal interpretations of the IDEA by Federal and District of Columbia courts;
- (B) Knowledge and ability to conduct pre-hearings and hearings in accordance with appropriate, legal practice; and
- (C) Knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

C.3.4.1.2 After the conclusion of the orientation, the OSSE will decide which Candidates selected to participate in the orientation described above are most qualified to act as a Hearing Officer and either will be offered a contract as an active Hearing Officer or designated as a reserve Hearing Officer. Participation in the orientation is mandatory for award of a contract.

C.3.4.2 Active and Reserve Hearing Officers.

The OSSE shall maintain a roster of active and reserve Hearing Officers. An “Active Hearing Officer” will, upon the effective date of the contract, be available to receive assigned cases.

A “Reserve Hearing Officer” will be available on call to be elevated to active status in the event the Student Hearing Office requires additional Active Hearing Officers.

Calling on Reserve Hearing Officers shall be at the OSSE’s discretion and may occur when an Active Hearing Officer is unable for a protracted period to accept new cases or the Student Hearing Office case load otherwise requires additional Hearing Officers. A Hearing Officer will only be compensated for hours served as a Hearing Officer. Reserve Hearing Officers will not be compensated while they remain in reserve status. (However, Reserve Hearing Officers may be eligible to serve in the capacity of a complaint investigation officer or mediator if the requisite qualifications are met.) Neither Hearing Officer roster will be maintained in any rank or preference order and the OSSE may seek to reassign Hearing Officers to either roster at any time and at its discretion.

Later-selected contractors selected through the process described in section C.3.4.3 below, may be placed directly onto either roster at any time.

C.3.4.3 Continuing Selection:

After the initial selection process outlined above, this RFQ shall remain open indefinitely and the OSSE will continue to receive responses from Candidates as long as it remains open and posted. Candidates are encouraged to respond to RFQ whether or not they meet the initial selection deadline. Any responses received after 2:00 P.M. on June 23, 2008 shall be considered by the OSSE on a rolling basis. Candidates shall be evaluated and selected for interview by a panel of individuals selected by the State Superintendent of Education. The panel shall, after considering the interviews, select which Candidates, if any, are most qualified and shall be invited to attend an orientation program similar to the one outlined in the Initial Selection Process. After the conclusion of the orientation, the OSSE will decide which Candidates selected to participate in the orientation described above are most qualified to act as a Hearing Officer and may offer any of the qualified Candidates a contract as an Active Hearing Officer or as a Reserve Hearing Officer. Participation in an orientation specified and/or provided by the Student Hearing Office is mandatory for award of any contract.

C.3.4.4 The OSSE reserves the right to withdraw the RFQ at any point in time without notice.

C.3.5 WORK CONDITIONS AND EXPECTATIONS

C.3.5.1 LOCATION OF HEARINGS

In general, the due process hearings are conducted at Van Ness Elementary School at 1150 5th Street, SE, Washington, DC 20003 (the Van Ness location) and pre-hearing conferences are often conducted telephonically. However, the IDEA requires that each hearing must be conducted at a time and place that is reasonably convenient to the parents and child involved. Therefore, as required, a Hearing Officer must be able to travel to another location to conduct due process hearings. (34 C.F.R. §300.515).

C.3.5.2 ADMINISTRATIVE SUPPORT.

C.3.5.2.1 A Hearing Officer shall possess the necessary support and equipment necessary to perform his/her duties as a Hearing Officer. At a minimum, the Hearing Officer shall have and maintain (1) a telephone (monitored during business hours by a secretary, voice mail, answering service or answering machine or system); (2) a fax machine; (3) a PC compatible computer, with reliable high speed Internet access that is capable of running Microsoft Windows XP or higher; (4) Microsoft Office, including Word and Outlook, released for Windows XP or higher; (5) Adobe Acrobat Professional; (6) an electronic mail address that may be distributed to parties appearing before the SHO; (7) a printer; and a (8) scanner that scans documents in Adobe PDF files or an equivalent software program by which other electronic or scanned made be printed and/or saved as Adobe PDF files.

C.3.5.2.2 Based on availability of space and at the OSSE's discretion, the OSSE will provide a designated working space for the Hearing Officers, including access to a computer and telephone, at the Van Ness location of the hearing site.

C.3.5.2.3 The OSSE will not provide any support, equipment or otherwise that would call into question the independent contractor status of any Contractor as defined by the United States Internal Revenue Status and/or common law in the courts of the United States.

C.3.6 STANDARDS OF CONDUCT AND DECORUM

C.3.6.1 A Hearing Officer shall comply with the standards of neutrality, confidentiality, and conduct required by IDEA, the Family Educational Rights and Privacy Act (FERPA: 20 U.S.C. §1232g; 34 C.F.R. Part 99); Bar Rules of the District of Columbia; the American Bar Association's Code of Judicial Conduct (SOP §600.2); and all other laws, rules, and regulations applicable to the education of students. A Hearing Officer shall display professional behavior at all times in the performance of duties related to the due process hearing system.

C.3.6.2 The Hearing Officer shall also ensure that the rights of all parties are protected, shall rule on procedural questions without bias or prejudice, and shall take actions necessary to complete the hearing in an efficient and expeditious manner, including management of the case and the conduct of status and pre-hearing conferences as necessary. The Hearing Officer shall be fair and completely impartial in all aspects of his or her duties as a Hearing Officer.

C.3.7 MAINTENANCE OF CASE FILES

After the completion of the hearing proceedings, the Hearing Officer shall return the hearing record to the Student Hearing Office in accordance with the SOP §1006 or any subsequent rules promulgated by the OSSE. The Hearing Officer will also be trained regarding the use of the electronic case docketing system and will be expected to use it to manage all cases in the manner prescribed by the Student Hearing Office, including electronic submission of Hearing Officer Determinations utilizing a template. The Contractor shall maintain all records related to submitted invoices for a period of five (5) years.

C.3.8 COMPLIANCE WITH TIMELINES

In conducting hearings, the Hearing Officer shall comply with very strict federal timelines in accordance with 34 C.F.R. §§300.515 and 300.532 (c) and contractual timelines, in the performance of the duties of a Hearing Officer. Specific performance timelines include, but are not limited to:

C.3.8.1 Delivering the final Hearing Officer's Determination to the Student Hearing Office no later than ten (10) calendar days after the date of the hearing and sufficient time in advance of the decision due date to allow the Student Hearing Office to mail the decision within the applicable timelines. (34 C.F.R. §§300.515 and 300.532)

C.3.8.2 For non-expedited hearings, the decision due date of a hearing means the date that is 45 days following the date upon which any applicable resolution period expires, unless the Hearing Officer has, for good cause, granted a specific extension of time beyond the 45-day time frame at the request of either party, in which case the final written decision disposing of all issues must be rendered by the date identified in the order extending the 45-day timeframe. Failure to issue final hearing decisions by the decision due date, or other applicable rule, regulation or court order is grounds for termination of the contract.

C.3.8.3 If for any reason the electronic docketing system is unavailable at the time an Interim Order or Final Hearing Determination is to be issued, the Hearing Officer must transmit the written order and an e-mail copy of the order to the Student Hearing Office in the manner and time prescribed by the Student Hearing Office.

C.3.8.4 Delivering the final Hearing Officer's Determination in expedited hearings in the context of discipline to the Student Hearing Office sufficiently in advance of the decision due date to allow the Student Hearing Office to mail the decision within the applicable timelines in 34 C.F.R. §§300.532 and the SOP and rendering a final written decisions in specially set hearings in accordance with the SOP. (At the time of this RFQ, the timelines for specially set hearings and expedited hearings require the hearing to occur in 20 calendar days and the decision to be rendered within 10 calendar days after the hearing, with limited exceptions. (SOP Sections 1008 and 400.1(C)(1)).

C.3.8.5 Returning the complete and organized record of the administrative hearing to the Student Hearing Office within ten (10) days of rendering a final decision.

C.3.9 DECISION FORMAT

The Hearing Officer shall comply with the decision requirements in the IDEA, 34 C.F.R. §§300.512-300.513, §1003 of the SOP, and any other format requirements set by the Student Hearing Office. After deleting personally identifiable information, these Hearing Officer Determinations are made available to the public; therefore the Contractor shall also comply with the redaction format set by the Student Hearing Office. The decisions of the Hearing Officer shall include formal findings of fact and conclusions of law, and meet in all respects the minimum requirements applicable to the decisions of executive agencies conducting contested cases. Specifically:

C.3.9.1 The decisions of the Hearing Officer shall include findings of facts, conclusions of law, and an order. Decisions shall contain correct grammar, punctuation, and spelling.

C.3.9.2 Findings of fact shall be based only on documentary and testimonial evidence admitted. Findings of fact shall be limited to only those that are necessary to resolve an issue properly before the Hearing Officer. Findings of fact shall be clear, concise, and specific.

C.3.9.3 Conclusions of law shall accurately apply the law to the facts set forth in the findings of fact, and state correct citations to any controlling legal authority. Conclusions of law shall be limited to only those that are necessary to resolve an issue properly before the Hearing Officer.

C.3.9.4 Decisions and Orders shall dispose of all issues before the Hearing Officer in the case and shall be limited to matters within the Hearing Officer's jurisdiction. The decision shall include an order that is clear, concise, specific and verifiable, including the required action and time period to implement the order. The parties should be able to implement the mandates in the order without reference to any other part of the decision.

C.3.9.5 At the time of this RFQ the electronic docketing system is in development and its use and implementation may develop over time.

Until such time as the Student Hearing Office advises otherwise, all Hearing Officer Determinations shall be submitted to the Director of the Student Hearing Officer in both paper and electronic (through the docketing system or by e-mail with an attached PDF file) formats for dissemination to the parties.

C.3.10 CASE UPDATES

The Hearing Officer shall provide updates and docket information on case activity for the case file on a continuing and reasonably contemporaneous basis. The OSSE may specify the manner of this docket updating, including but not limited to direct updates by e-mail or data entry into an electronic docketing system.

C.3.11 CASE RECORDS

All products developed before, during and after a due process hearing, become the sole property of the OSSE. The Hearing Officer shall return all original records, files, compact discs or tapes of all proceedings on the record and documentation (including all exhibits introduced by the parties clearly labeled as to whether they were admitted into the record) from each hearing to the Student Hearing Office.

C.4 QUALIFICATIONS AND EXPECTATIONS

C.4.1 PROFILE AND QUALIFICATIONS OF THE CANDIDATES

C.4.1.1 Provide a copy of your resume or curricula vitae that demonstrates your relevant knowledge, ability, and work experience.

C.4.1.2 Provide documentation demonstrating and supporting the mandatory qualifications that are identified in section C.3.1, including a legal writing sample demonstrating the ability to render and write decisions in accordance with appropriate standard, legal practices. The sample must be an authored decision or legal brief or memorandum on one or more dispositive issues in a contested case.

C.4.1.3 List and describe recent work experience similar to those requested in this RFQ, including any experience with court, administrative, or arbitration litigation. Please indicate if such work experience was in the capacity as a Judge, Administrative Law Judge, or Hearing Officer and/or related to the practice of law in the areas of special education, disability law, administrative law, or civil rights.

C.4.1.4 Describe any potential conflict of interest arising out of professional position(s) that you have held or currently hold concurrent with an appointed term as a Hearing Officer.

C.4.1.5 State your attributes and skills, including attributes related to judicial temperament and analytical skills, which should be considered by the panel in evaluating your response to serve as a Hearing Officer. Describe why you believe you can effectively fulfill the responsibilities of a Hearing Officer, and why you desire to serve in that capacity;

C.4.2 PROFESSIONAL AND PERSONAL CONDUCT

C.4.2.1 Provide an original certificate of good standing from the District of Columbia Bar that was issued within 30 days of your response submission. If not a current member of the District of Columbia Bar, provide an original certificate of good standing from the applicable State Bar that was issued within 30 days of your response submission.

C.4.2.2 Answer the following questions. If the answer to any of these questions is yes, please provide an explanation:

C.4.2.2 Has any professional license or certificate ever been revoked or suspended or has your conduct been the subject of other discipline by any licensing authority, disciplinary body, or an employer?

C.4.2.3 Have you even been formally censured, adjudged, or held in contempt or otherwise disciplined by any judge, court or other tribunal?

C.4.2.4 Have you even been a party to or otherwise personally involved in any litigation (other than as counsel)?

C.4.2.5 Have you ever been convicted of a felony or misdemeanor or be given an order of supervision for a misdemeanor other than a minor traffic offense?

C.4.2.6 Do you have any business related litigation, bankruptcy or defaults on loans within the past five (5) years?

C.4.2.7 State whether you or your business are the subject of any investigations or hearings by any Federal, State, or local regulatory agency.

C.5 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

C.5.1 Outside employment and practice of law is not barred so long as the practice is permitted under Section C.3.1, and is compatible with the duties of a special education Hearing Officer. The Hearing Officer shall demonstrate that such outside practice complies with the limitations set forth in Section C.3.1 specifically, the Hearing Officer shall:

C.5.1.1 Maintain the ability to respond to requests for hearings and pre-hearing motions on short notice;

C.5.1.2 Meet all applicable timelines; and

C.5.1.3 Be ready, willing, and able to preside at special education due process hearings at the frequency and on the terms and conditions agreed to and set forth in any contractual agreement with the OSSE. The Hearing Officer shall be available as required for timely adjudication of all hearings and contested cases as assigned by the Student Hearing Office, including associated services such as status and pre-hearing conferences, on-site hearings, and teleconferences.

The Hearing Officer shall be willing to coordinate with the Student Hearing Office as to the time that he or she shall be available to preside over hearings on the hearing schedule developed by the Student Hearing Office.

C.6 TRAINING AND EVALUATION

C.6.1 Training.

The OSSE is responsible for training Hearing Officers on various aspects of the law, rules, and regulations that govern special education.

C.6.1.1 The Candidate shall attend Hearing Officer Orientation Training for three (3) days prior to the selection of active and reserve Hearing Officers. All Candidates selected to participate in the orientation either will be offered a contract as an active Hearing Officer or designated as a reserve Hearing Officer.

C.6.1.2 If the Candidate has not previously served as a special education Hearing Officer for the OSSE, the Hearing Officer may be required to observe at least two (2) special education due process hearings prior to being assigned cases (observation will be reimbursed at the reduced training hourly rate of \$75 per hour).

C.6.1.3 Hearing Officers are required to attend all mandatory training sessions during the term of the contract. While performing Hearing Officer duties, the Hearing Officers will be provided reasonable costs and expenses to attend all training conferences and seminars sponsored by the OSSE at the rate of \$75 per hour and the federal per diem rate, with a maximum rate of \$600.00 per day.

C.6.1.4 Performance Evaluation

The performance of every Hearing Officer will be evaluated on at least an annual basis and every Hearing Officer must maintain a satisfactory performance rating in each of the following job performance criterion during the term of this engagement and to be considered for reappointment as a Hearing Officer:

C.6.1.5 The Hearing Officer must demonstrate knowledge of Federal and State requirements governing special education and related services for students with disabilities, including legal interpretations of the IDEA and District of Columbia laws and regulations by Federal and State courts.

C.6.1.6 The Hearing Officer must conduct pre-hearing conferences in accordance with appropriate, standard legal practice and in accordance with the procedures and requirements set forth in the SOP.

C.6.1.7 The Hearing Officer must conduct hearings in accordance with appropriate, standard legal practice and in accordance with the procedures and requirements in the IDEA law and regulations; District of Columbia law and regulations; the Blackman/Jones Consent Decree; and the SOP.

C.6.1.8 The Hearing Officer must demonstrate efficient case-management strategies, including complying with all applicable timelines.

C.6.1.9 The Hearing Officer must render written decisions that are clear, concise and founded in case law and fact.

C.6.1.10 The Hearing Officer must demonstrate judicial temperament and professional behavior.

C.6.1.11 The Hearing Officer must ensure a complete and accurate administrative record is made of the proceedings.

C.6.1.12 The Hearing Officers will be informed of the evaluation process and the measurements for each criterion upon which their performance will be evaluated in advance of the implementation of the evaluation system. The evaluation method may include observations of the conduct of pre-hearing conferences and hearings, review of administrative records, decisions submitted, docketing system data, party evaluation surveys, and training attendance records. If unsatisfactory performance is determined as a result of the evaluation of the Hearing Officer at any time during the course of the contract term, sanctions will be applied. Such sanctions may include, but are not limited to:

C.6.1.13 Compliance with a mandatory individualized professional development plan, including remedial activities;

C.6.1.14 Suspension of the Hearing Officer from the appointment list for a prescribed period of time during which remedial activities would be required;

C.6.1.15 Removal from the appointment list for failure to complete remedial activities in the prescribed time;

C.6.1.16 The assessment of a penalty of \$100 per day for each day a decision is late;

C.6.1.17 Permanent removal from the list of qualified Hearing Officers, including reassignment of all cases pending before the Hearing Officer; and

C.6.1.18 Referral to Bar Counsel for inappropriate conduct.

C.7 ASSIGNMENT OF CASES

The OSSE reserves the right to assign cases based on consideration of workload distribution, experience, convenience, administrative reasons, geographic location, timeliness, accuracy, efficiency, compliance with applicable laws, rules, or regulations, or other appropriate considerations as determined by the OSSE. Candidate understands, acknowledges, and agrees that there is no guarantee as to the number of hearings that may be assigned to any Hearing Officer nor as to any method or practice in assigning hearings.

Further the OSSE reserves the right to assign or reassign to any other Hearing Officer all or any part of the Hearing Officer's functions with respect to any hearing that is assigned by the OSSE. Contractor agrees to work cooperatively with the other Hearing Officer in such cases.

For further details regarding your compliant response, please reference Section L titled Instructions, Conditions and Notices to Candidates.

SECTION D: PACKAGING AND MARKING

This Section is not applicable

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number *(6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The OSSE contemplates multiple awards under an Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contract on a fixed hourly rate basis. The fixed hourly rate shall be based on experience and qualifications of the Candidates, and shall not exceed \$150.00 per hour. No Hearing Officer Services shall be provided by the Providers unless and until a task order is issued to the Provider by the OSSE.

F.2 TERM OF CONTRACT

The term of the contract shall be for a base period of 12 months, from date of award specified on the cover page of the contract.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the terms of the contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises the option to extend, the contract shall be considered to Include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 DELIVERABLES:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	<i>Hearing Officers Pre-Hearing Conference reports; Orders and Hearing Officer's Determination.</i>	<i>As needed based on the case load</i>	<i>Hardcopies and Electronic Version</i>	<i>As prescribed in law, regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.</i>
0001a	<i>Hearing Officers return individual case files and certify the complete organized record of the administrative hearing to the Student Hearing Office</i>	<i>As needed based on the case load</i>	<i>Hardcopies and Electronic Version</i>	<i>As prescribed in law, regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.</i>
0001b	<i>Hearing Officers will provide updates and docket information on case activity for each case file on a continuing and reasonably contemporaneous basis</i>	<i>As needed based on the case load</i>	<i>Hardcopies and Electronic Version</i>	<i>As prescribed in law, regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.</i>

SECTION G CONTRACT ADMINISTRATION DATA:

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Task Order, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the Task Order.

G.1.2 When submitting invoices the Hearing Officer shall include a detailed, itemized listing of all time sheets showing the time worked during the reporting period, status conferences, pre-hearings and hearings conducted, orders issued, and Hearing Officer's Determinations written during the period of time covered by the invoice. The Hearing Officer must submit any additional documentation requested as needed for accurate accounting or auditing purposes.

G.1.3 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below. The address of the CFO is:

Name: Kevin Clinton, CFO
Address: Office of the Finance and Resource Management
441 4th St. N.W., Rm 890 N
Washington, D.C. 20001
Telephone: 202-727-0333

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Task Order number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

The Contractor will be paid through incremental payments following submission of hourly invoices documenting successful completion of the deliverables and other permissibly billed tasks as provided for in Section B.3.2. Successful completion of a deliverable shall be determined by COTR when the deliverables have been received and approved by the Agency. Other billable tasks, as described in Section B.3.2, must be documented in relevant case files. Following the Agency's approval of each deliverable, the Contractor will prepare and submit an invoice to the COTR containing detailed records as specified by the Student Hearing Office. Payment will be made based on the agreed hourly rate.

G.4 CONTRACTING OFFICER (CO)

Task Orders will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Name:	Elizabeth D. Kilpatrick OSSE Procurement Office
Address:	441 4 th Street, NW, Suite 350N Washington, DC 20001
Telephone:	(202) 741-5082

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.5.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Task Order.

G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Task Order, unless issued in writing and signed by the Contracting Officer.

G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Task Order price to cover any cost increase incurred as a result thereof.

G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.6.1 The COTR is responsible for general administration of the Task Order and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Task Order.

In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Task Order, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as may be specified in the Task Order. The COTR for this Task Order is:

Name: Dakarai Thompson
Title: Student Hearing Office Chief Administrative Officer
Agency: OSSE
Address: 441 4th St. NW, Ste. 350 N
Washington, DC 20001
Telephone: 202-698-3819

G.6.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the Task Order.

G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

H.2.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.7 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR.

The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.3 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.4 INDEPENDENT CONTRACTOR

This contract is a “non-personal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation and are applied only to the extent which they are not in conflict with this RFQ. Where the terms of the RFQ and the SCP differ, the RFQ prevails. See also Section B.1, paragraph 3 and Section L.9. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept confidential, in accordance with all the District and Federal laws governing the confidentiality of records. The Contractor will also adhere to all standards contained in Section C.3.6.1 above.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and District holidays, unless otherwise stated herein.

I.5 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor. Subcontracts are prohibited under this solicitation.

I.6 INSURANCE

The Contractor will be required to maintain all necessary insurance in accordance with the contract, the requirements of which may be changed at the OSSE's discretion. The Contractor will be required to submit certificates of insurance as described in Section L.12.

I.7 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

I.7.1 the Supplies or Services and Price (Section B),

I.7.2 Specifications/Work Statement (Section C),

I.7.3 the Special Contract Requirements (Section H),

I.7.4 the Contract Clauses (Section I), and

I.7.5 the Standard Contract Provisions, March, 2007.

SECTION J: LIST OF ATTACHMENTS

J.1 INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

J.2.1 Tax Certification Affidavit

J.2.2 Conflict of Interest Statement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CANDIDATES

This Section is not applicable.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CANDIDATES

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple awards under an IDIQ Task Order Contract resulting from this solicitation to the responsible candidate whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.2 RESPONSE FORM, ORGANIZATION AND CONTENT

L.2.1 One original and six (6) copies of the written response shall be submitted.

Responses shall be typewritten in 12 point font size on 8.5" by 11" paper. Telephonic, electronic and facsimile response will not be accepted. Each response shall be submitted in a sealed envelope conspicuously marked: "Response to Solicitation No.: _____, Student Hearing Officer, and name of candidate".

L.2.2 Candidates are directed to the specific response evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Candidate shall respond to each factor in a way that will allow the OSSE to evaluate the Candidate's response. The Candidate shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical response shall facilitate evaluation and best value source selection for all responses. The technical response must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.3 Response must be on 8 ½" by 11" paper, bound on the left hand side, and organized into numbered sections as described below.

L.2.3.1. Title Page

Indicate the Solicitation number and subject, the name of the Candidate, address, telephone number, fax number, e-mail address, name of the contact person and the date.

L.2.3.2 Table of Contents

Include a clear identification of the material by section and by page number.

L.2.3.3 Letter of Transmittal (Limit to two (2) pages).

- (A) State the manner in which you learned of this response.
- (B) State your interest in participating in the reform of the Student Hearing Office.
- (C) State whether you wish to be considered for a full-time work only, part time work only or both. (Please see Section B.2 and B.3 for more details).

L.2.3.4 Understanding and Approach

- (A) State your understanding of the services to be provided.
- (B) State the approach to be exercised by the individual to accomplish the service to be performed.

L.2.3.5 Profile and Qualifications of the Candidate

- (A) Provide a copy of your resume or curricula vitae that demonstrates your relevant knowledge, ability and work experience.
- (B) Provide documentation demonstrating and supporting the mandatory qualifications and preferred qualifications, if applicable, that are identified in section C.3.
- (C) List and describe recent experiences similar to those requested in this Solicitation.
- (D) Provide the names and telephone numbers of three (3) persons who have knowledge regarding your character and professional ability relevant to fulfilling the position of Hearing Officer, and state how long each has known you and in what context.
- (E) List all articles, treatises, texts, textbook, or handbook chapters or other writing related to your professional training and experience that you have authored (you may enclose copies).
- (F) List all seminars, symposia, lectures, or professional meetings or special education, disability issues, law, policy, services, and service systems, and any other relevant topics which you have attended in the past five years. For each, state date, place, sponsoring organization, and subject(s). Where any information is unavailable to you make an appropriate notation.
- (G) State the same as six above in which you have participated as speaker, lecturer, panelist, etc., identifying your role and subject(s) or topic(s).
- (H) Describe any civic, philanthropic, community, social, or public service activities involving children in the past five years including any posts or offices held, and honors or awards received.
- (I) Describe any potential conflict of interest arising out of professional position(s) that you have held or currently hold concurrent with an appointed term as a Hearing Officer.
- (J) State your attributes and skills which should be considered by the panel in evaluating your response to serve as a Hearing Officer.

Describe why you believe you can effectively fulfill the responsibilities of a Hearing Officer, and why you desire to serve in that capacity.

L.2.3.6 Professional and Personal Conduct

See requirements in C.4.2

L.3 RESPONSE SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF RESPONSE AND LATE RESPONSE

Complete response must be submitted no later than 2:00 pm EST on June 23, 2008. Without exception, responses received after 2:00 pm will not be considered for the Initial Selection Process described in C.3.4.1 above.

There is no guarantee that any response received after 2:00 P.M. on June 23, 2008 will be considered however, such responses may be considered by the OSSE on a rolling basis, as needed, and as described in section C.3.4.3 above.

L.3.1 Hand Delivery or Mailing of Response

Delivery or Mail to:

Office of Contracting and Procurement
441 4th Street, N.W.
Suite 703 South, Bid Counter Room
Washington, D.C. 20001
Attention: Janet Spevak, (202) 535-1757

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late response, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the response, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the response shall be considered late unless the candidate can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Response

A late response, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation. (See C.3.4.3 for the Continuing Selection process for responses to be considered by the OSSE on a rolling basis.)

L.3.4 Late Modifications

A late modification of a successful response, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4 EXPLANATION TO PROSPECTIVE CANDIDATES

There will be no pre-proposal conference.

L.5 SIGNING OF OFFERS

The candidate shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.6 UNNECESSARILY ELABORATE RESPONSE

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

L.7 RETENTION OF RESPONSES

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

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a response in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESPONSE PROTESTS

Any actual or prospective candidate or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the Contracting Officer a protest no later than 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 a solicitation which are apparent at the time set for receipt of initial responses shall be filed with the Contracting Officer prior to the time set for receipt of initial responses.

In procurements in which responses 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 responses following the incorporation. The protest shall be filed in writing, with the Contracting Officer, 441 4th Street, N.W., Suite 350 North, Washington, D.C. 20001.

The Contracting Officer shall render a decision within 10 days of receiving a protest.

The decision of the Contracting Officer is appealable to the State Superintendent of Education. The decision of the State Superintendent **shall be final** with no further right of appeal to the Contract Appeals Board or any other courts. Please refer to Section B.1, paragraph 3 of this solicitation.

L.10 RESPONSE PREPARATION COSTS

Interview: The OSSE is not liable for any costs incurred by the Candidates in submitting response to this solicitation. The OSSE will not pay travel expenses for interviews, but if a Candidate resides more than 100 miles from the District of Columbia the OSSE may offer an opportunity for an interview by teleconference.

Orientation: Candidates attending the 3-day orientation program will be reimbursed for reasonable travel expense, hotel and meals if traveling more than 100 miles. All others will be paid mileage according to the allowable rate. Lunch and a light breakfast will be provided by the OSSE to all who attend the orientation. As noted in C.3.4.1.1, Candidates will not be compensated for attending the orientation but, if a Candidate is interested in continuing legal education credit from his/her Bar Association for the orientation training, the OSSE will provide the requisite information to the Candidate for his/her submission.

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The candidate shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Candidates' failure to acknowledge an amendment may result in rejection of the offer.

L.12 CERTIFICATES OF INSURANCE

The Contractor shall submit any certificates of insurance required by the contract and provide evidence of the required coverage as specified in the contract prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Elizabeth D. Kilpatrick, CPM, CPPB
Contracting Officer
Office of the State Superintendent for Education
441 4th St. NW, Ste. 350 North
Washington, D.C. 20001

SECTION M – EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

General Process to Be Followed

Selection of Hearing Officers will be based on the OSSE's evaluation of the Candidate's qualifications, knowledge, skills, ability, and projected price to meet the requirements stated in this RFQ.

Responses will be evaluated based upon criteria developed by the OSSE. When the Candidate is a current or former Hearing Officer under contract with the District of Columbia for any previous contract period, due weight will be placed on the performance of the Candidate as a Hearing Officer during any such contract periods.

The response review panel will consist of individuals appointed by the State Superintendent of Schools or her designee. The recommendations of the Review Panel will be compiled and the recommended responses will be presented to the Superintendent or her designee who will, for each recommended response, either (1) approve the response in whole or part, (2) disapprove the response, or (3) defer action on the response for further consideration.

M.2 TECHNICAL RATING OF EACH RESPONSE

Every response will receive a technical rating score. The Review Panel will evaluate the responses based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the OSSE in making an intelligent award decision based upon the evaluation criteria and upon other factors as determined by the Superintendent or her designee.

Mandatory qualifications. The Candidate must prove that he or she meets all mandatory requirements as set forth in section C.3.1 and must submit required documentation.

The Technical Rating Scale is as follows

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

