

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption		Page of Pages 1   29		
2. Contract Number		3. Solicitation Number  DCGD-2012-R-0082		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFQ) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  5/4/2012	
7. Issued By: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE, 9th Floor Washington, DC 20002				8. Address Offer to: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE, 9th Floor Washington, DC 20002			
<small>NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"</small>							

**SOLICITATION**

9. Sealed offers in original and 1+3 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 810 First Street, NE, 9th Floor until Ongoing local time Ongoing (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 Alvin N. Stith		B. Telephone (Area Code) 202 (Number) 481-3798 (Ext)		C. E-mail Address alvinn.stith@dc.gov
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**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Price/Cost	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	6	X	J	List of Attachments	23
x	D	Packaging and Marking	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	15	X	K	Representations, certifications and other statements of offerors	23
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	23
X	H	Special Contract Requirements	21	X	M	Evaluation factors for award	27

**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	
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15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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DCGD-2012-R-0082  
Mediator/Lead Mediator

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR SUPPLIES AND SERVICES**

# REQUEST FOR QUALIFICATIONS (RFQ)

## DCGD-

### MEDIATORS/LEAD MEDIATOR

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST .....	5
B.2    CONTRACT TYPE .....	5
B.3    PRICE .....	6
SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT .....	6
C.1    SCOPE:.....	6
C.1.2  SELECTION OF CURRENT RELEVANT LAWS AND DOCUMENTS.....	7
C.1.3  CHANGES IN LAWS, REGULATIONS AND POLICIES.....	7
C.1.4  DEFINITIONS .....	7
C.2    BACKGROUND.....	7
C.3    QUALIFICATIONS OF A MEDIATOR.....	8
C.3.1  MANDATORY QUALIFICATIONS.....	8
C.3.2  PREFERRED QUALIFICATIONS.....	10
C.3.3  SELECTION PROCESS .....	10
C.3.3.4  ASSIGNMENT OF CASES .....	11
C.3.4  WORK CONDITIONS AND EXPECTATIONS.....	11
C.3.4.1  LOCATION OF MEDIATIONS.....	11
C.3.4.2  ADMINISTRATIVE SUPPORT .....	11
C.3.5  DOCUMENTATION AND MAINTENANCE OF CASE FILES.....	12
C.3.6  MEDIATION AGREEMENT FORMAT.....	12
C.3.7  CASE UPDATES .....	12
C.4    QUALIFICATIONS AND EXPECTATIONS.....	12
C.4.1  PROFILE AND QUALIFICATIONS OF THE CANDIDATES .....	12
C.4.2  PROFESSIONAL AND PERSONAL CONDUCT.....	13
C.5    OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST .....	13
C.5.2  FUNCTIONS AND RESPONSIBILITIES OF THE INDEPENDENT MEDIATOR.....	13
C.6    TRAINING AND EVALUATION .....	14
C.6.1.4  PERFORMANCE EVALUATION.....	15
C.7    ASSIGNMENT OF CASES .....	15
SECTION E: INSPECTION AND ACCEPTANCE .....	15

SECTION F: DELIVERIES OR PERFORMANCE..... 15

F.1 CONTRACT TYPE ..... 16

F.2 TERM OF CONTRACT ..... 16

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT..... 16

F.4 DELIVERABLES.....17

SECTION G: CONTRACT ADMINISTRATION DATA:..... 17

G.1 INVOICE PAYMENT..... 17

G.2 INVOICE SUBMITTAL..... 18

G.3 METHOD OF PAYMENT..... 19

G.4 CONTRACTING OFFICER (CO)..... 19

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER..... 19

G.6 CONTRACT ADMINISTRATOR (CA)..... 19

SECTION H: SPECIAL CONTRACT REQUIREMENTS ..... 21

H.1 PUBLICITY..... 21

H.2 FREEDOM OF INFORMATION ACT ..... 21

H.3 PROTECTION OF PROPERTY..... 21

H.4 INDEPENDENT CONTRACTOR ..... 21

SECTION I: CONTRACT CLAUSES ..... 21

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS..... 22

I.2 CONTRACTS THAT CROSS FISCAL YEARS ..... 22

I.3 CONFIDENTIALITY OF INFORMATION ..... 22

I.4 TIME ..... 22

I.5 SUBCONTRACTS ..... 22

I.6 INSURANCE..... 22

SECTION J: LIST OF ATTACHMENTS ..... 23

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS ..... 23

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CANDIDATES ..... 23

L.1 CONTRACT AWARD ..... 23

L.2 RESPONSE FORM, ORGANIZATION AND CONTENT..... 23

L.3 RESPONSE SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE  
MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF RESPONSE AND LATE RESPONSES ..... 24

L.4 EXPLANATION TO PROSPECTIVE CANDIDATES..... 25

Mediators/Lead Mediator

L.5	SIGNING OF OFFERS .....	25
L.6	UNNECESSARILY ELABORATE RESPONSE.....	25
L.7	RETENTION OF RESPONSES .....	25
L.8	FAILURE TO SUBMIT OFFERS .....	25
L.9	RESPONSE PROTESTS.....	25
L.10	RESPONSE PREPARATION COSTS .....	26
L.11	ACKNOWLEDGMENT OF AMENDMENTS .....	26
L.12	CERTIFICATES OF INSURANCE .....	26
SECTION M: EVALUATION FACTORS.....		28
M.1	EVALUATION FOR AWARD.....	28
M.2	TECHNICAL RATING OF EACH RESPONSE.....	28
M.3	EVALUATION CRITERIA.....	28
M.4	MAXIMUM TOTAL POINTS.....	28

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Student Hearing Office (“SHO”) (the “District”) is seeking contractors to serve as impartial Mediators for special education disputes. Voluntary mediation is available to allow parents and public agencies to resolve disputes involving any matter under the Individuals with Disabilities Education Act, Part B and C (IDEA: 20 U.S.C. Section 1400 et seq.; 34 C.F.R. Parts 300 and 303, §§300.506, and 303.431), including upon the filing of a due process complaint with regard to a public agency’s proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child; and/or upon the filing of a State Complaint pursuant to 34 C.F.R. §300.151 et seq. The SHO is the District office that administers IDEA special education due process hearings and mediations for the State Education Agency, the Office of the State Superintendent of Education (OSSE).

Mediators are not employees of the OSSE or the Local Education Agency (LEA), as defined by 34 C.F.R. §300.28, involved in the education or care of the child or a person having a personal or professional interest that conflicts with the person’s objectivity in mediation. LEAs include both District of Columbia Public Schools (DCPS) and some public charter schools in the District. In order to meet the requisite independence and impartiality under the IDEA, the OSSE IDEA mediators are independent contractors.

**B.2 CONTRACT TYPE**

The District contemplates award of multiple contracts under an Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contract. Candidates, if selected, will be offered a contract to serve for a one year base period, with four option years to be extended after evaluation of the candidate’s performance as a Mediator, the number of mediations filed, and the needs of the District of Columbia. Under the proposed contract, successful candidates will enter into a contract with the District and will be added to the list of available Mediators for the OSSE Student Hearing Office. On an as needed basis, Mediators will be contacted to serve as mediation requests are filed. Dates for mediation sessions cannot be forecasted, as filings inform the number of requests for mediation. Once the mediation is assigned to a Mediator, the Mediator sets subsequent dates for the mediation session(s) within the established timelines. To ensure impartiality, appointments to serve will be made on a rotational or otherwise random basis. If an appointment is made, the candidate will be contacted and informed of the assignment in advance. The length of the mediation sessions varies. Candidates may presume that they will spend anywhere between 4-10 hours per mediation assignment, which may be held over a period of 1 to 2 days. Payments for services under the contract will be made on a “per assignment” basis. Under the contract, a payment will only be made if the candidate is assigned to serve as a Mediator in a case, accepts the case, and fulfills the required duties. The District of Columbia is unable to pre-determine the number of mediation sessions which will be assigned to an individual mediator during a given contract period. As a point of reference, the Student Hearing Office held 24 mediations during FY2011; however, the office will be engaging in public outreach to increase that number with a goal of raising the number to approximately 25 per month in FY 2013 through community outreach and information sessions.

### **B. 3 PRICE**

The Contractor will be paid at the established per case rate for: pre-mediation and case management activities related to assigned cases, including correspondence and communication with the parties; setting up and finalizing logistical arrangements for sessions, the conduct of the mediation; writing the case closure document(s) to be submitted to the SHO, managing the case in the SHO's iSight electronic case management system, and uploading the file documents into the iSight system.

Upon the assignment of a case, the Mediator will be paid a per case fee of \$150.00 for conducting pre-mediation logistics and initial case management activities, including updating the iSight case management system. If the case proceeds to mediation, the Mediator will be paid an additional \$700.00 upon the convening of the mediation session for all activities related to the conduct of the mediation through case closure (maximum of a flat rate of \$850.00 per case). The contract does not include reimbursement for travel expenses of the Mediator.

The Contractor will only be paid for mediations. The contractor will not be paid for attending training sessions, or for attending additional meetings at the Student Hearing Office. Such meetings may be mandatory for Mediators.

The OSSE plans on selecting at least four (4) Mediators who will be compensated at the established reimbursement rate (see B.3.2). In addition, the OSSE reserves the right to consider individuals who are determined to have an advanced level of experience in, or sufficiently related to, the field of Special Education and Mediation techniques, as candidates to provide technical assistance, training, and/or to serve in a supervisory capacity, to the office's cadre of Mediators.

While this is OSSE's intent, if, after review of the applications and materials, no candidate is determined to have the level of background and experience deemed necessary by OSSE to serve in this role, a supervisory Mediator will not be chosen from among the candidates under this RFQ. Any agreement between an individual deemed qualified to serve in this capacity and OSSE will be a separate agreement, and the terms of that agreement will be negotiated individually with the candidate. The details regarding this separate agreement are not included in this RFQ.

## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE AND APPLICABLE LAW:**

The Contractor shall provide services as a Mediator for the District's IDEA Mediation System. Mediations are conducted pursuant to the IDEA (34 C.F.R. §§300.506, and 303.419) and Title 5, DCMR, Chapter E-30, §3028. (See Section C.5.2 for a detailed description of functions and responsibilities.) Additionally, as discussed in Section B.1, the mediator shall provide services as requested to serve as a Mediator for cases filed with the OSSE under the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213), pursuant to the procedural safeguards afforded aggrieved persons as set forth in 34 C.F.R. §104.36.

#### **C.1.1 BLACKMAN/JONES CONSENT DECREE**

DCGD-2012-R-0082

Mediators/Lead Mediator

The OSSE and the District of Columbia Public Schools (“DCPS”) are defendants in a class action lawsuit 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 August 24, 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 and District laws and regulations and court decisions, the selected candidates must also comply with the required elements of the Student Hearing Office Standard Operating Procedures (SOP) for so long as they are in effect; the relevant provisions of the Blackman/Jones Consent Decree and related Alternative Dispute Resolution (ADR) Agreements concluded in the case in December 2007 and in May 2010; and all other related binding agreements until such time that those documents are no longer applicable to OSSE and/or the SHO.

### **C.1.2 SELECTION OF CURRENT RELEVANT LAWS AND DOCUMENTS**

**C.1.2.1** Links to the IDEA law and regulations can be found at <http://idea.ed.gov/>

**C.1.2.2** Links to the District of Columbia Municipal Regulations (DCMR) can be found at <http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&AgencyID=42>.

### **C.1.3 CHANGES IN LAWS, REGULATIONS AND POLICIES**

If the foregoing is revised during the term of the contract, the Contractor shall provide the services as a Mediator in accordance with the law, regulations and procedures in effect and applicable to the proceedings.

### **C.1.4 DEFINITIONS**

These terms when used in this RFQ have the following meanings: See the definitions of terms used regarding children with disabilities, the provision of a free appropriate public education and the special education hearing, State Complaint and mediation systems in the IDEA (34 C.F.R. §§300.4-300.45; 34 C.F.R. Part 303) and 5 DCMR §3001.1. (Note all references to 34 C.F.R. Part 300 or Part 303 are references to the IDEA.)

## **C.2 BACKGROUND**

The IDEA imposes a duty upon the District to establish and maintain an impartial mediation system to allow parents and public agencies to resolve disputes involving any matter under the IDEA, Part B and C (20 U.S.C. Section 1400 et seq.; 34 C.F.R. Parts 300 and 303, §§300.506, and 303.431), including upon and prior to the filing of a due process complaint with regard to a public agency’s proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child or the provision of appropriate early intervention services to the child and the child’s family and/or upon the filing of a State Complaint pursuant to 34 C.F.R. §300.151 et seq.



The mediation process is at no cost to the parents or the LEA. The OSSE bears the cost of the mediation process.

Mediation under the IDEA and the DCMR Title 5, Chapter E-30:

1. Must be voluntary on the part of the parties;
2. May not be used to deny or delay a parent's right to a hearing on the parent's due process complaint, or to deny any other rights afforded under Part B or, if applicable, Part C of the Act; and
3. Must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques. (34 C.F.R. §§300.506(b)(1) and 303.431(b)(1); 20 U.S.C. §1439(a)(8))

Pursuant to Title 34 C.F.R. §§300.506(b)(7) and 303.431(b)(5), a mediation agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States. In addition, the OSSE State Complaint system will accept and resolve complaints alleging a failure to implement a mediation agreement resolving a due process hearing request. (District of Columbia Formal State Complaint Policy and Procedures, November 2009)

While the current mediation system is consistent with standard and best practices for special education mediations, the OSSE is committed to the expansion of this and other alternative dispute resolution systems to resolve educational disputes between parents and schools at the earliest opportunity. As such, the OSSE will engage in community outreach activities to promote the alternative dispute resolution of mediation in the coming years, and anticipates an increase in the incidence of mediation. As a result of recent efforts to transform the system and the commencement of community outreach activities, it is anticipated that the incidence of mediation will increase and the SHO will require the availability of additional Mediators to ensure an adequate capacity to conduct timely mediations.

### **C.3 QUALIFICATIONS OF A MEDIATOR**

#### **C.3.1 MANDATORY QUALIFICATIONS**

A Mediator:

- a. While under contract with the OSSE, shall not be an employee of the OSSE or the LEA that is involved in the education or care of the child. A person who otherwise qualifies as a Mediator is not an employee solely because he or she is paid by the OSSE to serve as a mediator (See C.3.1.1 for further information.) If a Candidate is currently an employee of OSSE or the LEA that is involved in the education or care of the child, the Candidate shall indicate in his/her response termination of such employment if selected as a Mediator;
- b. Shall not have a personal or professional interest that conflicts with the person's objectivity;
- c. Shall be trained in effective mediation techniques and possess the knowledge and ability to conduct mediations in accordance with appropriate, standard legal practice;
- d. Shall be knowledgeable in laws and regulations relating to the provision of special education and related services; and,

Mediators/Lead Mediator

- e. Shall possess the knowledge and ability to facilitate the writing of agreements in accordance with appropriate, standard legal practice, including clear, implementable actions that are enforceable. The candidate must demonstrate “Good” or “Excellent” writing skills, as defined by the Technical Rating Scale described in Section M.2. Each Candidate must include a single writing sample, preferably a settlement agreement, demonstrating the ability to facilitate a written agreement consistent with appropriate standard, legal practices. (34 C.F.R. §300.506(b) and (c) and §303.419 and standard legal practice)

Candidates will be required to participate in mandatory orientation training on effective mediation techniques and/or laws and regulations relating to the provision of special education or early intervention services under the IDEA. At the discretion of the SHO, and for good cause, this requirement may be waived in whole or part for individual Candidates. All Mediators will be provided skill and substantive law training on at least an annual basis to promote continuous improvement consistent with standard and best legal practices.

**Note:** A candidate who meets all of the above “Qualifications of a Mediator” except for “c. Must be trained in effective mediation techniques and possess the knowledge and ability to conduct mediations in accordance with appropriate, standard legal practice”, and/or “d. Must be knowledgeable in laws and regulations relating to the provision of special education and related services...”, may still be considered if the Candidate is willing to attend and successfully complete mandatory mediation training and, at the SHO’s discretion, participate in and complete a mentoring process. Where applicable, the Candidate shall state such willingness and understanding of the requirement of successful completion of the mandatory mediation training in the response, referencing “C.3.1. Note Response”.

**C.3.1.1** While under contract with OSSE:

- (A) A Mediator 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 Mediator shall not be an employee of a Public Charter School, 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 Mediator shall not represent or advise a parent or school, in D.C. or in any other jurisdiction, in any due process hearing, mediation, or administrative or judicial proceeding regarding a school or educational matter.
- (D) The Contractor/Mediator will be required to sign a conflict of interest statement. (See attachment J.2.2)

**C.3.1.2** Except as provided in paragraph C.3.1.3, during the term of the contract with the OSSE to serve as a Mediator, a Mediator 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, private school, 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 Mediator from:

Mediators/Lead Mediator

(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 educational disputes (provided, however, that a Mediator may not serve as a Hearing Officer in any case or matter involving a student who has been the subject of a mediation over which the Mediator has presided).

### C.3.2 PREFERRED QUALIFICATIONS

C.3.2.1 The following qualifications are not mandatory but will be given consideration as part of the overall evaluation of all responses:

Whether the Candidate:

- a. Has experience and expertise as a Mediator or Arbitrator;
- b. Has legal experience in the areas of special education, disability law, child welfare law, administrative law, or civil rights;
- c. Has professional experience in the area of education, particularly special education;
- d. Is a resident of the District of Columbia.

### C.3.3 SELECTION PROCESS

#### C.3.3.1 Initial Selection Process

The OSSE shall review all responses on an ongoing as-needed basis.

**An initial review will be conducted by OSSE to ensure each response is complete with all mandatory components. Any response that does not comply with the requirements for the submission of a complete response set forth in Sections L.2, L.3.1, and L.5 and Sections C.4.1 and C.4.2.1 will be eliminated for further consideration by the OSSE.**

An individual or individuals selected by the State Superintendent of Education or her designee shall review each complete response and will invite back for interview those Candidates who are determined most qualified to be a mediator pursuant to the selection criteria in Section M.

Those interviews will be scheduled for a date to be determined. 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.

C.3.3.2 As specified by the Student Hearing Office, participation in the orientation is mandatory for award of a contract. The orientation may be up to three-days and will be scheduled for a date to be determined. The orientation program sponsored by the OSSE shall focus on Special Education law, the conduct of mediations and writing settlement agreements. Candidates will not be compensated for attending the orientation, but if a Candidate is interested in continuing education, including legal education, credit from his/her professional association for the orientation training, the OSSE will provide the requisite information to the Candidate for his/her submission.

C.3.3.3 All candidates selected to participate in the orientation will be offered a contract as a Mediator. After the conclusion of the orientation, the orientation will include written and oral exercises to be rated by OSSE with input from the trainer(s). If a Candidate does not attain a score of "Pass" on the oral and written orientation exercises with regard to possession of requisite knowledge and ability in mediation techniques, or requisite knowledge of laws and regulations relating to provision of special education,

DCGD-2012-R-0082

Mediators/Lead Mediator

the Candidate will be required to participate in additional training and/or mentoring prior to being eligible for case assignment.

#### **C.3.3.4 Assignment of Cases**

The OSSE shall maintain a roster of Mediators. A Mediator will, upon the effective date of the contract, be available to receive assigned cases unless the Mediator is required to participate in additional training and/or mentoring prior to being eligible for case assignment pursuant to Section C.3.3.2 and C.3.3.3.

**C.3.3.5** The OSSE reserves the right to withdraw the RFQ at any point in time without notice.

### **C.3.4 WORK CONDITIONS AND EXPECTATIONS**

#### **C.3.4.1 LOCATION OF MEDIATIONS**

Generally, all mediations will be conducted at the OSSE Student Hearing Offices located at 810 First St., NE, Washington, DC 20002. In extraordinary circumstances, such as incapacitation of, or confinement of a party, mediation may need to occur outside of the OSSE Student Hearing Office. Consistent with the IDEA and DCMR, a Mediator must conduct the mediations in an alternative location if the base location is not convenient to the parties to the dispute. Therefore, as required, a Mediator must be able to travel to another location in the District of Columbia to conduct the mediation. As set forth in Section B.3.2., there is no reimbursement for outside expenses incurred, such as travel expenses or parking.

#### **C.3.4.2 ADMINISTRATIVE SUPPORT**

**C.3.4.2.1** A Mediator shall possess the necessary support and equipment necessary to perform his/her duties as a Mediator. At a minimum, the Mediator 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 or confidential e-fax service;
- (3) A PC compatible computer, with reliable high speed Internet access that is capable of running Microsoft Windows XP or higher. A Mac computer may be used so long as the software used is PC compatible.);
- (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 to the mediation;
- (7) A printer; and
- (8) A 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.3.4.2.2**

Based on availability of space and at the OSSE's discretion, the OSSE will provide a designated working space for the Mediators, including access to a computer and telephone, at the 810 First Street, N.E., 2<sup>nd</sup> Floor location.

#### **C.3.4.2.3**

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.3.5 DOCUMENTATION AND MAINTENANCE OF CASE FILES**

After the completion of the mediation, the Mediator shall document the case closure in accordance with the directives of the Student Hearing Office or any subsequent rules promulgated by the OSSE. The Mediator will, if necessary, 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. The Contractor shall maintain all records related to submitted invoices for a period of five (5) years.

### **C.3.6 MEDIATION AGREEMENT FORMAT**

The Mediator shall comply with standard legal practice, and any other format requirements set by the OSSE in facilitating a clear and enforceable written Mediation Agreement.

### **C.3.7 CASE UPDATES**

Upon accepting an assigned case the Mediator is solely responsible for the maintenance and data integrity of cases files assigned through the electronic docketing system (iSight). The Mediator shall provide updates and docket information on case activity for the case file on a continuing and reasonably contemporaneous basis.

## **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 an authored writing sample that demonstrates the Candidate's ability to facilitate the drafting of clear and enforceable written mediation agreements in accordance with appropriate, standard legal practices.

#### **C.4.1.3**

List and describe recent work experience similar to those requested in this RFQ. Please indicate if such work experience meets the preferred qualifications in Section C.3.2. **Additionally**, if you believe that you possess experience and qualifications that would qualify you to serve in the capacity of a Lead Mediator as discussed in Section B.3 of this RFQ, *and* you desire to be considered to serve in this capacity, please provide the applicable work experience and qualifications that you wish to have considered in this section.

#### **C.4.1.4**

Describe any potential conflict of interest arising out of professional position(s) that you have held and/or will hold concurrent with an appointed term as a Mediator.

#### **C.4.1.5**

State your attributes and skills which should be considered by the individual(s) evaluating your response to serve as a Mediator. **Additionally**, if you believe that you possess attributes and skills that would qualify you to serve in the capacity of a Lead Mediator as discussed in Section B.3 of this RFQ, *and* you desire to be considered to serve in this capacity, please address the applicable attributes and skills that you wish to have considered in this section.

### **C.4.2 PROFESSIONAL AND PERSONAL CONDUCT**

In the performance of his/her duties, a Mediator must 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) A Mediator must also display professional behavior at all times in the performance of duties related to the mediation system.

The Mediator shall also ensure that the rights of all parties are protected and shall take actions necessary to complete the Mediations in an efficient and expeditious manner, including all applicable timelines. The Mediator shall be fair and completely impartial in all aspects of his or her duties as a Mediator.

#### **C.4.2.1**

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

##### **C.4.2.1.1**

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.4.2.1.2**

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

##### **C.4.2.1.3**

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

### **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 Mediator. The Mediator shall demonstrate that such outside practice complies with the limitations set forth in Section C.3.1, and the Mediator will maintain the ability to timely respond to requests for mediation and meet all applicable timelines.

#### **C.5.2 FUNCTIONS AND RESPONSIBILITIES OF THE INDEPENDENT MEDIATOR**

The functions and responsibilities of the Mediator will include the following upon appointment:

**C.5.2.1** Accept the case assignment and provide notice to the parties via the OSSE Student Hearing Office iSight case management system.

**C.5.2.2** Upon appointment to a case that is a unilateral request for mediation, contact the other party to explain the benefits of, and encourage the use of, the mediation process;

**C.5.2.3** Schedule each session in the mediation process with the parties in a timely manner, taking into consideration the timeline of any pending due process complaint or State Complaint;

**C.5.2.4** Coordinate the logistical arrangements with the parties and provide official notice of the final arrangements to the parties and the Student Hearing Office; request that a OSSE SHO hearing room be reserved for the mediation session date(s).

**C.5.2.5** Using appropriate mediation techniques, timely conduct voluntary mediation requested by the parties to the dispute in a manner that ensures that mediation is not used to deny or delay a parent's right to a hearing, or to deny any other rights;

**C.5.2.6** If the dispute is resolved in any matter, draft the written mediation agreement in accordance with standard legal practice, including ensuring the agreement is clear and enforceable, and facilitate the signing of the agreement by the parties;

**C.5.2.7** If the dispute is resolved in any matter with a pending due process complaint or State Complaint, facilitate the parties' notification of the assigned Hearing Officer or investigator of the withdrawal of any or all issues; and

**C.5.2.8** If the dispute is not successfully resolved, provide prompt closure of the mediation, draft a closing memorandum and notify the OSSE Student Hearing Office and all other applicable parties. Collect required data and document the status of the case, including case closure as directed by, and in the manner proscribed, by the OSSE Student Hearing Office.

## **C.6 TRAINING AND EVALUATION**

### **C.6.1 Training.**

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

#### **C.6.1.1**

The Candidate shall attend the Mediator Orientation Training as specified by the Student Hearing Office. Candidates selected to participate in the orientation will be offered a contract as a Mediator, however, case assignments cannot be guaranteed.

#### **C.6.1.2**

DCGD-2012-R-0082

Mediators/Lead Mediator

Upon being offered a Contract, the Mediator may be required to participate in an individualized mentoring program, which may include the observation of mediation or mediations and observation of the Mediator conducting a mediation with technical assistance.

### **C.6.1.3**

Mediators are required to attend all mandatory training sessions during the term of the contract.

### **C.6.1.4 Performance Evaluation**

The performance of the Mediator will be evaluated during the term of the contract and the Mediator must maintain a satisfactory performance rating in the functions and responsibilities set forth in Section C.5 and C.6. If unsatisfactory performance is determined as a result of the evaluation of the Mediator or any time during the course of the contract term, sanctions will be applied. Such sanctions may include, but are not limited to: compliance with a mandatory individualized professional development plan, including remedial activities; assessment of a financial penalty as outlined in the contract; suspension of the contract; and/or termination of the contract.

## **C.7 ASSIGNMENT OF CASES**

Upon the OSSE Student Hearing Office's receipt of a request for mediation, a Mediator will be appointed on a random, rotational, or other impartial basis. Mediators will be expected to set forth their availability for a particular month two weeks in advance of the beginning of that month.

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. Further the OSSE reserves the right to assign or reassign to any other Mediator all or any part of the Mediator's functions with respect to any mediation that is assigned by the OSSE. Contractor agrees to work cooperatively with the other Mediator in such cases. If a Mediator's contract is suspended or terminated in accordance with the Performance Evaluation provisions of C.6, upon suspension or termination, as applicable, future case assignments and future payments will be suspended or cease upon termination of the contract.

## **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. This Contract is based on a fixed fee per case set forth in Section B.3.2.

**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:**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

**CLIN Deliverable Quantity Format/Method of Delivery Due Date**

<b>CLIN #</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
1.  (Section C.5.2)	1. Upon receipt of a unilateral request for mediation, contact the other party to explain the benefits of, and encourage the use of, the mediation	Each assigned case of this nature	Documentation of contact	Ongoing basis throughout contract year