

SOLICITATION, OFFER, AND AWARD			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						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
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							

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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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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
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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 (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature	
				18. Offer Date	

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	

DCGD-2012-R-0082
Mediator/Lead Mediator

REQUEST FOR QUALIFICATIONS (RFQ)
FOR SUPPLIES AND SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)

DCGD-

MEDIATORS/LEAD MEDIATOR

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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

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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.

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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,

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- 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:

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(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,

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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., 2nd 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

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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

CLIN #	Deliverable	Quantity	Format/Method of Delivery	Due Date
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

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	process			
2. (Section C.5.2)	Schedule each session in the mediation process with the parties in a timely manner	Each assigned case	Documentation in each case record and ISight	Ongoing basis throughout contract year
3. (Section C.5.2)	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 afforded under IDEA Part B or C.	Each assigned case that proceeds to mediation	Documentation in each case record and ISight	Ongoing basis throughout contract year
4. (Section C.5.2)	Collect required data and document the status of the case, including case closure as directed by, and in the manner proscribed, by the SHO.	Each assigned case	Documentation in each case record and ISight	Ongoing basis throughout contract year

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.

G1.2

When submitting invoices the Mediator shall include a detailed, itemized listing of all time

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sheets showing the time worked during the reporting period, including scheduling and conducting mediations. The Mediator must include all information set forth in the contract and as directed by the OSSE Student Hearing Office and 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 upon receipt of final approved closure documents by the Student Hearing Office 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:

ossevendor.invoices@dc.gov

OR

OSSE Accounts Payable

Office of the State Superintendent of Education

810 1st. Street, NE, 9th Floor

Washington, DC 20002

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

An authorized signature.

G.3 METHOD OF PAYMENT

The Contractor will be paid following submission of invoices documenting successful completion of the deliverables and other permissibly billed tasks as provided for in Section B.3.2 and with the specificity set forth in the contract and as directed by the Student Hearing Office. Successful completion of a deliverable shall be determined by the CA 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 CA containing detailed records as specified by the Student Hearing Office. Payment will be made based on the agreed contractual 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: Alvin N. Stith

OSSE Procurement Office

Address: 810 1St. Street, NE, 9th Floor

Washington, DC 20002

Telephone: (202) 481-3798

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 CONTRACT ADMINISTRATOR (CA)

G.6.1

The CA is responsible for general administration of the Task Order and for advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Task Order. In addition, the CA is responsible for the day-to-day monitoring and supervision of the Task Order, ensuring that the work

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conforms to the requirements of this Task Order, and such other responsibilities and authorities as may be specified in the Task Order. The CA for this Task Order is:

Name: Dakarai Thompson

Title: Student Hearing Office Chief Administrative Officer

Agency: OSSE

Address: 810 1st. Street, NE, 2nd floor

Washington, DC 20002

Telephone: 202-481-3444

Email: Dakarai.thompson@dc.gov

G.6.2

The CA 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 the 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA.

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, 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 subject matter or any party to any case that comes before the OSSE Student Hearing Office for dispute resolution, as well as any employee of the District, or any other customer of the District will be kept confidential, in accordance with all the District and Federal laws governing the confidentiality of educational records in IDEA, and ADA Due Process Matters.

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 any applicable court order

I.7.2 Supplies or Services and Price (Section B),

I.7.3 Specifications/Work Statement (Section C),

I.7.4 Special Contract Requirements (Section H),

I.7.5 Contract Clauses (Section I), and

I.7.6 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

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 four (4) copies of the written response typewritten in 12 point font size on 8.5" by 11" paper and one CD with an electronic PDF version of the written response shall be submitted. No telephonic or facsimile responses will be accepted. Electronic PDF versions of the written response on a CD shall be permitted so long as the four (4) copies of the typewritten written response are submitted within five (5) business days after the electronic submission. Each hardcopy response shall be submitted in a sealed envelope conspicuously marked: "Response to Solicitation No.: DCGD-2012-R-0082 Mediator, 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. In addition to the response provided on 8 ½ by 11 paper, the applicant should also provide an electronic version of the file on a CD, with all documents scanned into a PDF file.

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)

L.2.3.4 Understanding and Approach

(A) State your understanding of the services to be provided.

(B) State the approach to be exercised 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 Mediator, and state how long each has known you and in what context. (It is the OSSE’s discretion whether to contact listed references. References will not be contacted unless the Candidate is selected to participate in the orientation.)

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

(F) State your attributes and skills which should be considered in evaluating your response to serve as a Mediator.

(G) Describe why you believe you can effectively fulfill the responsibilities of a Mediator, and why you desire to serve in that capacity.

(H) Include the writing sample as instructed in Section C.4.1.2.

L.2.3.6 Professional and Personal Conduct

See requirements in C.4.2

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

Complete responses will be received and reviewed on an on-going basis.

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L.3.1 Hand Delivery or Mailing of Response

Delivery or Mail to:

Office of Contracting and Procurement

OSSE Procurement Office

Address: 810 1St. Street, NE, 9th Floor

Washington, DC 20002

Attention: Alvin N. Stith, Contracting Officer

Phone: (202) 727-6436

Email: Alvin.stith@dc.gov

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

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later than the next closing time for receipt of responses following the incorporation. The protest shall be filed in writing, with the Contracting Officer, at 810 1St. Street, NE, 9th Floor Washington, DC 20002

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.

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: As noted in C.3.3.2, Candidates will not be compensated for attending the orientation but, if a Candidate is interested in continuing 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.

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:

Name: Alvin N. Stith

OSSE Procurement Office

Address: 810 1St. Street, NE, 9th Floor

Washington, DC 20002

Telephone: (202) 481-3798

SECTION M – EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

General Process to Be Followed

Selection of Mediators, or Lead Mediators, will be based on the OSSE's evaluation of the Candidate's qualifications, knowledge, skills, and ability to meet the requirements stated in this RFQ. Responses will be evaluated based upon criteria developed by the OSSE. If the Candidate is a current or former Mediator or Hearing Officer under contract with the District of Columbia for any previous contract period, due weight may be placed on the performance of the Candidate as a Hearing Officer or Mediator during any such contract periods.

The individual(s) designated to review each response for completeness; determine the technical rating of each response; and, where applicable, interview the Candidates will be appointed by the State Superintendent of Schools or her designee.

M.2 TECHNICAL RATING OF EACH RESPONSE

Every complete response will receive a technical rating score. The appointed individual(s) 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:

Numeric Rating Adjective Description:

- 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.

M. 3 EVALUATION CRITERIA

Those responses that meet the minimum submission requirements in Sections L.2 and L.3 will be evaluated against the following factors:

M.3.1 Criteria to evaluate written responses:

I. M.3.1.1 Mandatory Writing Qualifications (15 points)

In order to meet the mandatory exceptional or good writing skills as described in section M.2, the Candidate must meet or exceed the requirements in Section C.3.1(e). Failure of a Candidate to meet the mandatory writing skills will cause the Candidate to be eliminated for further consideration.

Only those responses that meet the mandatory exceptional or good writing skills, will receive a technical rating score with the following available points:

II. M.3.1.2 Mandatory Professional Qualifications (15 points maximum)

Meet the mandatory qualifications identified in Section C.3.1 of this RFQ.

M.3.1.3 Prior Experience (30 points maximum)

M.3.1.4 Preferred Qualifications (15 points maximum)

Meet the preferred qualifications identified in Section C.3.2 of this RFQ.

III. M.3.2 Interview After completion of the evaluation of written response, the appointed individual(s) will determine the cumulative points. Candidates who rank 40 points or over on the available points on the mandatory and preferred qualifications and prior experience after the evaluation of the technical proposal in accordance with Section M.3.1.1 –M.3.1.4 will be invited back for an interview.

Those interviews are expected to be scheduled at a date to be determined in the District of Columbia (specific location to be determined), 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.

M.3.2.1 Criteria to evaluate interview performance:

Responses to Oral Interview Questions (25 points)

M.3.4 MAXIMUM TOTAL 100 Points

The individual(s) appointed by the Superintendent or her designee will compile the technical rating score earned by each Candidate as set forth in Section M.3.1.2-M.3.1.6 for the written responses and, if applicable, the interview and present the recommended responses to the RFQs 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.

[End of RFQ]