

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <p style="text-align: center;">Chief Hearing Officer</p>		Page of Pages <p style="text-align: center;">1                      31</p>		
2. Contract Number		3. Solicitation Number <p style="text-align: center;">DCGD-2014-R-0003</p>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE 8th Floor Washington, DC 20020				8. Address Offer to: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE 8th Floor Washington, DC 20020			

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

**SOLICITATION**

9. Sealed offers in original and 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 8th Floor until 22-Nov-13 local time 2:30 PM (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) (Number) (Ext) 202 481-3798			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 \_\_\_\_\_ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount NTE \$182,500.00	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

## **SECTION B - SUPPLIES OR SERVICE AND PRICE**

### **B.1 INTRODUCTION**

The District of Columbia (District), the Office of the State Superintendent of Education (“OSSE”), Student Hearing Office (“SHO”) requires the services of a full time attorney to serve as a Chief Hearing Officer (CHO) for special education due process matters and mediation matters brought pursuant to the Individuals with Disabilities Education Act (IDEA: 20 U.S.C. Section 1400 et seq.; 34 C.F.R. Parts 300 and 303) as described in Section C.1.

### **B.2 CONTRACT TYPE**

This District anticipates the award of a firm fixed price contract for the services specified and effective for the period(s) stated. Contracts will be awarded in accordance with paragraph 139 of the Blackman Jones Consent Decree which provides, that under the Consent Decree, the District of Columbia “[is] not bound by the D.C. Procurement Practices Act, D.C. Code Section 2-301.01 et seq., any other District or federal law relating to procurement, and any regulations thereunder.”

### **B.3 TERM AND PRICE SCHEDULE**

#### **B.3.1 TERM**

The base period of the contract shall be one year from date of award with the option for the OSSE to renew the contract for up to four (4) one-year option periods.

#### **B.3.2 PRICE**

##### **B.3.2.1 Assignment Pricing**

The maximum contract amount under this award shall be \$182,500.00 for the base year, and \$181,600.00 for options years. The payment will be based on (i) a fixed price of \$174,000 per year to be paid on a monthly basis, in addition an allocation not to exceed \$1,600 as reimbursement for the Chief Hearing Officers attendance at an mandatory annual professional development training or conference, and (ii) a training allowance not to exceed \$6,000 for two trainings per contract year of Impartial hearing officers. (See Base and Option Year Price Schedule in Section B.3.2.2.)

The fixed monthly rate shall not exceed \$14,500.00. In addition, the CHO may submit to OSSE a separate invoice for the annual CHO professional development training or conference not exceeding \$1,600.00 and the cost of providing two (2) trainings to the hearing officers for up to \$6,000.00 per contract year.

The CHO will be paid at the established monthly rate for performing the services in Section C.3.5 to include: monitoring and supervising the Impartial Hearing Officers in due process, facilitated resolution and mediation matters; monitoring and raising the quality of special education hearings, facilitated resolutions, and mediations performed by the Impartial Hearing Officers; providing ongoing continuing education to Impartial Hearing Officers, including the provision of technical assistance by phone, by email, and in person both as requested, and as the need is determined; providing two (2) group training sessions on emerging issues as agreed upon by OSSE and the Chief Hearing Officer; evaluating Impartial Hearing Officers’ yearly performance in due process and mediation matters and making recommendations to the state agency regarding maintaining or releasing officers from their contracts; monitoring hearing officer’s determinations; ruling on requests for continuances as required by District of Columbia regulations or procedures; and serving as an

Impartial Hearing Officer, Mediator, and Facilitator by accepting monthly hearing assignments and/or mediations and facilitated resolution meetings, as needed, but not to exceed three (3) assignments per month.

The CHO will be required to attend at least one (1) professional development training or conference session per year. The OSSE will reimburse for the cost of registration and expenses for training per year up to \$1,600. In order to receive reimbursement for this training, the training requested must be approved by OSSE in advanced of registration.

**B.3.2.2 Price Schedule**

**Base Year (Date of Award to September 30, 2014)**

Item No.	Description	Monthly Total	Maximum Total
1	Chief Hearing Officer Services (General supervision of Hearing Officers, Provision of Technical Support, iSight Monitoring, Technical Support for IHO's and Mediators, Ongoing Training of IHO's on the IDEA and how it relates to Due Process, Mediation, and Facilitated Resolution, and services as an IHO, mediator, and facilitator)	\$14,500.00	\$174,000.00
2	Allowance for training of all Impartial Hearing Officers and OSSE Staff;	As Needed	\$6,000.00
3	CHO mandatory annual training reimbursement;	As Needed	\$1,600.00
4	One-time reimbursement for Orientation	One-time fee	\$500.00
	<b>Total</b>		<b>\$182,500.00</b>

**Option Year One (October 1, 2014 to September 30, 2015)**

Item No.	Description	Monthly Total	Maximum Total
1	Chief Hearing Officer Services (General supervision of Hearing Officers, Provision of Technical Support, iSight Monitoring, Technical Support for IHO's and Mediators, Ongoing Training of IHO's on the IDEA and how it relates to Due Process, Mediation, and	\$14,500.00	\$174,000.00

	Facilitated Resolution, and services as an IHO, mediator, and facilitator)		
2	Allowance for training of all Impartial Hearing Officers and OSSE Staff;	As Needed	\$6,000.00
3	CHO mandatory annual training reimbursement;	As Needed	\$1,600.00
	<b>Total</b>		<b>\$181,600.00</b>

**Option Year Two (October 1, 2015 to September 30, 2016)**

Item No.	Description	Monthly Total	Maximum Total
1	Chief Hearing Officer Services (General supervision of Hearing Officers, Provision of Technical Support, iSight Monitoring, Technical Support for IHO's and Mediators, Ongoing Training of IHO's on the IDEA and how it relates to Due Process, Mediation, and Facilitated Resolution, and services as an IHO, mediator, and facilitator)	\$14,500.00	\$174,000.00
2	Allowance for training of all Impartial Hearing Officers and OSSE Staff;	As Needed	\$6,000.00
3	CHO mandatory annual training reimbursement;	As Needed	\$1,600.00
	<b>Total</b>		<b>\$181,600.00</b>

**Option Year Three (October 1, 2016 to September 30, 2017)**

Item No.	Description	Monthly Total	Maximum Total
1	Chief Hearing Officer Services (General supervision of Hearing Officers, Provision of Technical Support, iSight Monitoring, Technical Support for IHO's and Mediators, Ongoing Training of IHO's on the IDEA and how it relates to Due Process, Mediation, and	\$14,500.00	\$174,000.00

	Facilitated Resolution, and services as an IHO, mediator, and facilitator)		
2	Allowance for training of all Impartial Hearing Officers and OSSE Staff;	As Needed	\$6,000.00
3	CHO mandatory annual training reimbursement;	As Needed	\$1,600.00
	<b>Total</b>		<b>\$181,600.00</b>

**Option Year Four (October 1, 2017 to September 30, 2018)**

Item No.	Description	Monthly Total	Maximum Total
1	Chief Hearing Officer Services (General supervision of Hearing Officers, Provision of Technical Support, iSight Monitoring, Technical Support for IHO's and Mediators, Ongoing Training of IHO's on the IDEA and how it relates to Due Process, Mediation, and Facilitated Resolution, and services as an IHO, mediator, and facilitator)	\$14,500.00	\$174,000.00
2	Allowance for training of all Impartial Hearing Officers and OSSE Staff;	As Needed	\$6,000.00
3	CHO mandatory annual training reimbursement;	As Needed	\$1,600.00
	<b>Total</b>		<b>\$181,600.00</b>

**B.4 PROJECTED CASES**

OSSE cannot provide applicants with an estimate of the number of case assignments projected for fiscal year 2014 and beyond.

**SECTION C: SPECIFICATIONS/WORK STATEMENTS**

**C.1.1 SCOPE AND APPLICABLE LAW**

The CHO must comply with and direct the Hearing Officers' compliance with the Individuals with Disabilities Education Act (IDEA: 20 U.S.C. §1400 et. seq. and 34 C.F.R. Parts 300 and 303,

including 20 U.S.C. §1415; 34 C.F.R. §§300.507 – 300.518, 300.530 – 300.536, and 303.420; and applicable D.C. law and regulations, including Title 5 D.C. Municipal Regulations (D.C.M.R.), Subtitle E, Chapter 30 and the “Blackman/Jones Consent Decree (see below) and other binding agreements.

The CHO must provide technical assistance and oversight to the mediators who preside over voluntary mediation. 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.

**C.1.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by these references:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Where found</b>
1	Law and Regulations	Building the Legacy: IDEA 2004	<a href="http://idea.ed.gov/">http://idea.ed.gov/</a>
2	Regulations	District of Columbia Municipal Regulations (DCMR)	<a href="http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&amp;AgencyID=42">http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&amp;AgencyID=42</a> .
3	Consent Decree	Blackman/Jones Consent Decree	<a href="http://osse.dc.gov/seo/cwp/view,a,1222,q,561151.asp">http://osse.dc.gov/seo/cwp/view,a,1222,q,561151.asp</a>

**C.1.3 DEFINITIONS**

These terms when used in this RFP have the following meanings:

<b>ACRONYM</b>	<b>DEFINITION</b>
OSSE	Office of the State Superintendent of Education
SHO	Student Hearing Office
IDEA	Individuals with Disabilities Education Act
DCMR	D.C. Municipal Regulations
IHO	Impartial Hearing Officer
CHO	Chief Hearing Officer
LEA	Local Education Agency
SOP	Standard Operating Procedures

ADR	Alternative Dispute Resolution
FRM	Facilitated Resolution Meeting

## **C.2 CHANGES IN LAWS, REGULATIONS, AND POLICIES**

If the governing IDEA laws, regulations, or the Blackman/Jones Consent Decree are revised during the term of the contract, the CHO shall comply with and direct the Hearing Officers' compliance with the law and regulations as revised and in effect.

If the D.C. Code, D.C.M.R., SOP, policies or procedures of OSSE and/or the SHO are revised during the term of the contract, the CHO shall comply with and direct the Hearing Officers' compliance with the D.C. Code, D.C.M.R., SOP, policies or procedures as revised and in effect.

## **C.3 IMPARTIALITY OF THE CHIEF HEARING OFFICER**

### **C.3.1 MANDATORY QUALIFICATIONS FOR THE IMPARTIAL CHIEF HEARING OFFICER**

As required by the IDEA (34 C.F.R. §300.511), Hearing Officers who preside over special education due process hearings must be impartial and the CHO is held to the same standard.

To ensure impartiality, the CHO is held to the American Bar Association's Code of Judicial Conduct.

(A) The CHO 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 District of Columbia children. LEAs include both the District of Columbia Public Schools (DCPS) and public charter schools in the District who have elected to be their own LEA for purposes of the IDEA, pursuant to D.C. Code §38-1802.02(19).

(B) The CHO shall not be an employee of any District public charter school or private schools in which a District of Columbia 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 a hearing before the SHO.

(C) When serving as a Hearing Officer, the CHO shall not have a personal or professional interest that conflicts with his or her objectivity in performing any duties under this contract. No personal or professional conflict of interest shall exist in association with any individual hearing officers, or any individual cases. In the event that there is a conflict of interest issue raised with respect to the Chief Hearing Officer, the OSSE shall investigate the matter to determine the extent of the conflict of interest, taking appropriate steps to resolve any potential conflicts as needed.

(D) The CHO shall sign a conflict of interest statement.

(E) The CHO is not an employee of the OSSE solely because he or she is paid by the OSSE to serve as CHO.

(F) During the term of his or her contract with the OSSE, the CHO shall not serve as an Impartial Hearing Officer, Administrative Law Judge, or represent a parent, LEA or school, in D.C. or in any other jurisdiction, in any due process hearing matter, or administrative or judicial proceeding regarding a school or educational matter.

The restriction set forth above shall not restrict or prohibit the CHO from:

- (i) Accepting compensation or remuneration from the OSSE pursuant to a contract to serve as CHO; or,
  
- (ii) Accepting compensation or remuneration for serving as a Hearing Officer in a Section 504 hearing, as an investigator for the OSSE State Complaint Office, or for acting as a mediator in educational disputes (provided, however, that the CHO may not serve as a Section 504 Hearing Officer, an investigator with the State Complaint Office, or as a mediator in any case or matter involving a student who has been the subject of a due process hearing over which the CHO has presided as a Hearing Officer or acted in some capacity as the CHO).

### **C.3.1.1 MANDATORY REQUIREMENTS REGARDING BAR MEMBERSHIP, EXPERIENCE & EXPERTISE**

The Chief Hearing Officer shall be a member in good standing of the District of Columbia Bar, or be a current member in good standing of another State Bar and eligible for, and willing to, waive into the District of Columbia Bar. If the CHO is not an active member of the District of Columbia Bar on the date that this contract is awarded, he/she must file a petition to waive into the District of Columbia Bar as soon as possible and no later than 30 days of the date of award provide proof of submission of application to the SHO to demonstrate he/she is awaiting action on a petition to waive into the District of Columbia Bar. Failure to maintain membership in good standing in the District of Columbia bar shall be grounds for termination of this Contract. In addition, the Chief Hearing Officer must possess sufficient experience and expertise consistent with standard and best legal practices in management of attorneys, the conduct of pre-hearing conferences, hearings, case management, and how to write a thorough, comprehensive, and clear hearing officer decision.

### **C.4 WORK CONDITIONS AND EXPECTATIONS**

#### **C.4.1 LOCATION OF HEARINGS AND SHO OPERATIONS**

The SHO operations and, generally, the due process hearings are located at 810 First St., NE, Washington, DC 20002 (the First St. location) and pre-hearing conferences are often conducted telephonically. It is expected that the CHO will perform the duties required under this contract at the First St. NE location, unless otherwise authorized by the COTAR (identified in Section G.6).

#### **C.4.2 ADMINISTRATIVE SUPPORT**

**C.4.2.1** To the extent the CHO performs duties off-site; the CHO shall possess the support and equipment necessary to perform his/her duties as a CHO.

(A) A telephone (monitored during business hours by a secretary, voice mail, answering service or answering machine or system);

(B) A fax machine or confidential e-fax service;

(C) 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);

- (D) Microsoft Office, including Word and Outlook, released for Windows XP or higher;
- (E) Adobe Acrobat Professional;
- (F) An electronic mail address that may be distributed to parties appearing before the OSSE;
- (G) A printer; and,
- (H) 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.4.2.2** Based on availability of space and at the OSSE's discretion, the OSSE will provide a designated working space for the CHO, including access to a computer and telephone, at the First Street N.E. location.

**C.4.2.3** 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.5 STANDARDS OF CONDUCT AND DECORUM**

**C.5.1** IDEA due process matters are highly sensitive and involve personal information regarding children's' physical and mental health. In every case, the CHO shall comply with the standards of neutrality, confidentiality, and conduct required by IDEA, the Family Educational Rights and Privacy Act (FERPA: 20 U.S.C. §1232g; 34 C.F.R. Part 99); Bar Rules of the District of Columbia; the American Bar Association's Code of Judicial Conduct (SOP §600.2); and all standards of conduct and decorum in other laws, and regulations applicable to the education of District of Columbia students. The CHO shall display professional behavior at all times in the performance of duties related to the due process hearing system.

**C.5.2** The CHO shall be fair and completely impartial in all aspects of his or her duties as a CHO and Hearing Officer.

## **C.6 FUNCTIONS AND RESPONSIBILITIES OF THE CHIEF HEARING OFFICER**

The functions and responsibilities of the CHO include the following functions and responsibilities:

1. To protect and ensure the independent decision making of each Hearing Officer.
2. To monitor and supervise the Impartial Hearing Officers in their roles as impartial arbiters of due process, mediation, and facilitated resolution matters, in timeliness of hearing officer determinations, in appropriateness in decorum and judicial temperament at all times, in the quality of the special education hearing process, quality of the hearing officer decisions written through the provision of training, observation, review of decisions and administrative records, and feedback; provided, that no such review shall require that a ruling or outcome in any case be altered.
3. To establish standard and specialized training programs for Hearing Officers;

4. To provide and coordinate continuing education programs and services for Hearing Officers, both individually and as a group; including research, technical assistance, technical and professional publications, compilation and dissemination of information, and advising of changes in the law relative to their duties.
5. To evaluate the performance of individual Hearing Officers over the period of appointment consistent with established performance criteria and standards and, when appropriate, to recommend to the OSSE the discipline of an individual Hearing Officer who does not meet appropriate standards of conduct and competence in accordance with established directives. Such evaluation will include the review and consideration of party questionnaires, including the conduct of an investigation as appropriate; to provide, as deemed necessary by the Chief Hearing Officer and OSSE, monitoring and assistance to provisional Impartial Hearing Officers to aid in determining readiness for case assignments as it relates to due process, mediation, and facilitated resolution matters.
6. To recommend to the OSSE any revisions to District of Columbia law or regulation, policy or procedures necessary or desirable to enhance the operation of the SHO and/or the fairness, impartiality, and decisional independence of the Special Education Hearing System.
7. To review as needed the use of forms and documents that will assist in managing cases coming before the SHO.
8. To confer in or fulfill the assignment of Hearing Officers to adjudicate cases, and establish internal classifications for case assignment and management on the basis of subject matter, expertise, case complexity, and other appropriate criteria in consultation with the OSSE; in keeping with this function, to monitor and report out weekly to the OSSE on the number of case assignments each Hearing Officer has received.
9. To establish (or review and revise as appropriate) and implement a code of professional responsibility for Hearing Officers.
10. To rule on all continuances on individual cases as required by SOP Section 402(B)(10).
11. To sign and issue any Notice to Appear as required by the SOP Section 800.1(4).
12. To serve as a Hearing Officer, Mediator, and Facilitator in any due process, mediation, or facilitated resolution matter as requested by OSSE.
13. To provide technical assistance to all Impartial Hearing Officers as requested, or as deemed appropriate by the Chief Hearing Officer and/or the OSSE on due process, mediation, and facilitated resolution issues related to the cases they are assigned by the OSSE.
14. To monitor IHO iSight activity as it relates to Due Process, Facilitated Resolution, and Mediation case management.

15. To facilitate all trainings per contract year for all Impartial Hearing Officers on due process, mediation, and facilitated resolution.

16. To orientate all new Impartial Hearing Officers on the IDEA, mediation, and facilitated resolution meeting techniques.

### **C.7 COMPLIANCE WITH IDEA TIMELINES**

In monitoring and supervising the timeliness of hearings and decisions and when serving as a Hearing Officer, the CHO shall comply and direct compliance with very strict federal timelines in accordance with 34 C.F.R. §§300.515 and 300.532 (c). **Failure to issue final hearing decisions when serving as a Hearing Officer, or failure to direct the Hearing Officers' timely issuance, by the decision due date, or other applicable rule, regulation or court order may be grounds for termination of the contract.**

### **C.8 CASE RECORDS**

All products developed by the CHO before, during and after a due process hearing, whether the CHO is serving as a HO or performing duties as a CHO, become the sole property of the OSSE. The CHO shall return all products, including records, files, compact discs or tapes to the Student Hearing Office.

### **C.9 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST**

**C.9.1** 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 the CHO as set forth in this Contract. The CHO shall demonstrate that such outside practice complies with the limitations set forth in Section C.3.1.

### **C.10 TRAINING AND EVALUATION**

#### **C.10.1 Training**

**C.10.1.1** The CHO shall be responsible for conducting the training of all Impartial Hearing Officers; establishing standard and specialized training programs for Hearing Officers; and providing and coordinating continuing education programs and services for Hearing Officers.

#### **C.10.2 Performance Criteria**

The performance of the CHO will be evaluated periodically and the CHO shall maintain a satisfactory performance rating in each of the following job performance criterion during the term of this contract:

**C.10.2.1** The CHO shall demonstrate knowledge of Federal and State requirements governing special education and related services for students with disabilities, including legal interpretations of the IDEA and District of Columbia laws and regulations by Federal and State courts.

**C.10.2.2** The CHO shall protect and ensure the decisional independence of each Hearing Officer.

**C.10.2.3** On an ongoing basis, the CHO shall monitor and supervise the timeliness and quality of the special education hearing system and decisions through the provision of training, observation, review of decisions and administrative records, and feedback, including:

**C.10.2.4** The CHO shall monitor, supervise, and evaluate Hearing Officers' conduct of hearings and mediations in accordance with the procedures and requirements in the IDEA law and regulations; District of Columbia law and regulations; and the Blackman/Jones Consent Decree. While serving as a Hearing Officer or Mediator, the CHO shall conduct hearings in accordance with the same procedures and requirements. The CHO shall also monitor and provide guidance to the Hearing Officers in the conduct of hearings and mediations in accordance with appropriate, standard legal practice and when serving as a Hearing Officer or Mediator, shall follow the same standard legal practice as appropriate.

**C.10.2.5** The CHO shall monitor, supervise, and evaluate Hearing Officers' case-management, including complying with all applicable timelines. While serving as a Hearing Officer, the CHO shall demonstrate efficient case-management strategies in accordance with the same procedures and requirements.

**C.10.2.6** The CHO shall rule on all continuances on individual cases as required by SOP Section 402(B)(10);

**C.10.2.7** To sign and issue any Notice to Appear as required by the SOP Section 800.1(4);

**C.10.2.8** The CHO shall monitor, supervise, and evaluate Hearing Officers' written decisions/orders for compliance with the IDEA law and regulations, and District of Columbia law and regulations, including but not limited to clarity, conciseness, and findings of fact and conclusions of law, provided, that no such review shall require that a ruling or outcome in any case be altered. While serving as a Hearing Officer, the CHO shall render written decisions in accordance with these requirements.

**C.10.2.9** The CHO shall monitor, supervise, and evaluate Hearing Officers' judicial temperament and professional behavior by both observing such during hearings, and/or through information received by counsel. The CHO must develop and implement a code of professional responsibility for Hearing Officers. While serving as a Hearing Officer, the CHO shall demonstrate judicial temperament and professional behavior.

**C.10.2.10** The CHO shall monitor, supervise, and evaluate Hearing Officers' maintenance and return of a complete, accurate, and certified electronic administrative record as required by the OSSE. While serving as a Hearing Officer, the CHO shall maintain and return administrative records in accordance with these requirements.

**C.10.2.11** The CHO shall be responsible for providing oversight and primary training orientation for all Impartial Hearing Officer candidates' and two additional trainings per contract year.

**C.10.2.12** The CHO shall establish standard and specialized training programs for Hearing Officers and provide and coordinate continuing education programs and services for Hearing Officers, both individually and as a group; including research, technical assistance, technical and professional publications, compile and disseminate information, and advise of changes in the law relative to their duties.

**C.10.2.13** To approve the use of forms and documents that will assist in managing cases coming before the SHO.

**C.10.2.14** As appropriate, the CHO shall recommend to the OSSE any revisions to District of Columbia law, regulation, policy or procedures necessary or desirable to enhance the operation of the SHO and/or the fairness, impartiality, and decisional independence of the Special Education Hearing System

### **C.10.3 Performance Evaluation Process**

**C.10.3.1** The CHO 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); Bar Rules of the District of Columbia; the American Bar Association's Code of Judicial Conduct (SOP §600.2); and all other laws, rules, and regulations applicable to the education of students. The CHO must display professional behavior at all times in the performance of duties related to the due process hearing system. The CHO must be fair and completely impartial in all aspects of his or her duties as a CHO.

**C.10.3.2** The CHO will be informed of the evaluation process and the measurements for each criterion upon which his/her performance will be evaluated in advance of the implementation of the evaluation process.

The evaluation method may include: review of tangible products resulting from the performance of the duties of CHO set forth in Section C.6, observations, review of administrative records, and evaluation surveys. If unsatisfactory performance is determined as a result of the evaluation of the CHO at any time during the course of the contract term, sanctions will be applied. Such sanctions may include, but are not limited to:

**C.10.3.3** Compliance with a mandatory individualized professional development plan, including remedial activities;

**C.10.3.4** Suspension of the contract;

**C.10.3.5** Termination of the contract;

**C.10.3.6** Referral to Bar Counsel for inappropriate conduct.

## **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 the award of a firm fixed price contract for the services specified and effective for the period(s) stated.. This is a flat fee per case assignment rate Contract based on monthly payments with the noted exceptions in Section B.3.2.2.

### 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:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Rulings on continuances	As needed	Hardcopies and Electronic Version	As dictated by the case as prescribed in the contract, the D.C.M.R., the SOP, the Blackman Jones Consent Decree and/or written Student

				Hearing Office directives.
	Written evaluations of all Hearing Officers on due process, mediation, and facilitated resolution matters: mid-year and at year end.	Mid-year evaluations and year end evaluations of all hearing officers	Electronic copies and hard copies shall be forwarded to the OSSE	June 30 <sup>th</sup> , and September 15 <sup>th</sup> of each year
0001	Training curriculum; Agendas and copies of materials for training programs and continuing education for Hearing Officers;	One orientation class for new hearing officers; 2 additional training sessions during each year that the contract is in effect.	Hardcopies and Electronic Versions	As prescribed in the contract, the law, regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.
0001b	Memoranda to OSSE regarding recommendations for revisions to District of Columbia law or regulations, policies and/or procedures; Code of professional responsibility for Hearing Officers; and professional development plans for hearing officers as required.	As needed	Hardcopies and Electronic Versions	As prescribed in the contract, the law, regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.
0001c	Services as an Impartial Hearing Officer, Mediator, and Facilitator	As needed	Electronic copies and hard copies shall be forwarded to the OSSE	As prescribed in the contract, the law,

				regulation, the SOP, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.
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**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

**G.1.2** When submitting invoices the Contractor shall include a detailed, itemized listing showing the time worked during the reporting period. The Contractor 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.6 below. The address of the CFO is:

[ossevendor.invoices@dc.gov](mailto:ossevendor.invoices@dc.gov)

OR

OSSE Accounts Payable  
Office of the State Superintendent of Education  
810 1st. Street, NE, 4th 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 through incremental payments 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 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 1<sup>st</sup>. Street, NE, 8<sup>th</sup> 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 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 of the Task Order, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as may be specified in the Task Order. The CA for this Task Order is:

Name: Tracey A. Langley  
Title: Director of the Student Hearing Office  
Agency: OSSE  
Address: 810 1<sup>st</sup>. Street, NE, 2<sup>nd</sup> floor  
Washington, DC 20002  
Telephone: 202-698-3819

**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.6 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](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept confidential, in accordance with all the District and Federal laws governing the confidentiality of records. The Contractor will also adhere to all standards contained in Section C.3 above.

#### **I.4 TIME**

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

#### **I.5 SUBCONTRACTS**

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

#### **I.6 INSURANCE**

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

#### **I.7 ORDER OF PRECEDENCE**

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

- I.7.1 the Supplies or Services and Price (Section B),
- I.7.2 Specifications/Work Statement (Section C),
- I.7.3 the Special Contract Requirements (Section H),
- I.7.4 the Contract Clauses (Section I), and
- I.7.5 the Standard Contract Provisions, March, 2007.

### **SECTION J: LIST OF ATTACHMENTS**

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

**J.2.1** Tax Certification Affidavit

**J.2.2** Conflict of Interest Statement

### **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CANDIDATES**

This Section is not applicable.

### **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CANDIDATES**

#### **L.1 CONTRACT AWARD**

##### **L.1.1 Most Advantageous to the District**

The District intends to award multiple awards under an IDIQ Task Order Contract resulting from this solicitation to the responsible candidates whose offers conforming to the solicitation will be most

advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

## **L.2 RESPONSE FORM, ORGANIZATION AND CONTENT**

**L.2.1** One original and six (6) copies of the written response shall be submitted. Responses shall be typewritten in 12 point font size on 8.5" by 11" paper. Telephonic and facsimile response will not be accepted; however, electronic PDF versions of the written response shall be permitted. Each hardcopy response shall be submitted in a sealed envelope conspicuously marked: "Response to Solicitation No.: \_\_\_\_\_, Chief Hearing Officer, and name of candidate".

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

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

### **L.2.3.1. Title Page**

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

### **L.2.3.2 Table of Contents**

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

### **L.2.3.3 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.2.3.4 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, including being an attorney with at least five (5) years of legal experience.

(B) Provide documentation demonstrating and supporting the mandatory qualifications that are identified in section C.3.1.

(C) List and describe recent work experiences similar to those requested in this Solicitation. Please indicate if such work experience meets the mandatory qualifications in Section C.3.1.

(D) Provide the names and telephone numbers of three (3) persons who have knowledge regarding your character and professional ability relevant to fulfilling the position of Hearing

Officer, and state how long each has known you and in what context. (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 currently hold concurrent with an appointed term as a Chief Hearing Officer.

(F) State your attributes and skills which should be considered by the panel in evaluating your response to serve as a Chief Hearing Officer. Include a description of your attributes related to judicial temperament and analytical skills, which should be considered by the panel in evaluating your response to serve as a Chief Hearing Officer.

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

(H) Include a legal writing sample demonstrating the ability to render and write decisions in accordance with appropriate, standard legal practices. The sample must be an authored decision or legal brief or memorandum on one or more dispositive issues in a contested case.

#### **L.2.3.6 Professional and Personal Conduct**

(A) Provide an original certificate of good standing from the District of Columbia Bar that was issued within 30 days prior to your response submission. If not a current member of the District of Columbia Bar, provide an original certificate of good standing from the applicable State Bar that was issued 30 days prior to your response submission. If a Candidate is a member of more than one State Bar, the Candidate must submit a certificate of good standing from each Bar in which they are a member, as well as, proof of length of membership. (If the Candidate does not obtain the certificate of good standing from the State Bar prior to the date of the RFQ submission, he/she must submit a copy of the request for such certificate with the response and provide the certificate immediately after issuance and no later than five (5) days prior to the date scheduled for interviews in this RFQ.)

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

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

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

Complete response must be submitted no later than 5:00 pm EST in accordance with Section C.3.4.1, without exception. Responses received after 5:00 pm EST will not be considered complete in the Initial Selection Process.

#### **L.3.1 Hand Delivery or Mailing of Response**

Delivery or Mail to:

Office of Contracting and Procurement  
OSSE Procurement Office  
Address: 810 1<sup>st</sup>. Street, NE, 8<sup>th</sup> Floor  
Washington, DC 20002  
Attention: Alvin Stith

#### **L.3.2 Postmarks**

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

#### **L.3.3 Late Response**

A late response, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.3.4 Late Modifications**

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

### **L.4 EXPLANATION TO PROSPECTIVE CANDIDATES**

There will be no pre-proposal conference.

### **L.5 SIGNING OF OFFERS**

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

#### **L.6 UNNECESSARILY ELABORATE RESPONSE**

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

#### **L.7 RETENTION OF RESPONSES**

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

#### **L.8 FAILURE TO SUBMIT OFFERS**

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

#### **L.9 RESPONSE PROTESTS**

Any actual or prospective candidate or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the Contracting Officer a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial responses shall be filed with the Contracting Officer prior to the time set for receipt of initial responses.

In procurements in which responses are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of responses following the incorporation. The protest shall be filed in writing, with the Contracting Officer, 810 First Street, NE, Washington, D.C. 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. Please refer to Section B.1, paragraph 3 of this solicitation.

#### **L.10 RESPONSE PREPARATION COSTS**

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

**Orientation:** Candidates attending the orientation program will be reimbursed a nominal flat rate of \$500.00. Candidates interested in continuing legal education credit from his/her Bar Association for the orientation training, the OSSE will provide the requisite information to the Candidate for his/her submission.

### **L.11 ACKNOWLEDGMENT OF AMENDMENTS**

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

### **L.12 CERTIFICATES OF INSURANCE**

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

Name: Alvin N. Stith  
OSSE Procurement Office  
Address: 810 1<sup>st</sup> Street, NE, 8<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 481-3798

## **SECTION M – EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

#### **General Process to Be Followed**

Selection of the Chief Hearing Officer 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 Impartial Hearing Officer or Chief Hearing Officer under contract with the District of Columbia for any previous contract period, due weight will be placed on the performance of the Candidate as a Hearing Officer during any such contract periods.

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

### **M.2 TECHNICAL RATING OF EACH RESPONSE**

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

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

The Technical Rating Scale is as follows:

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**

Selection of complete responses for contract awards will be based on an evaluation of responses against the following factors:

#### **M.3.1 Criteria to evaluate written responses:**

##### **M.3.1.1 Mandatory Professional Qualifications (30 points)**

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

##### **M.3.1.2 Mandatory Writing Qualifications (20 points)**

In order to meet the mandatory exceptional or good writing skills, the Candidate must meet the mandatory skills as described in section M.2. Failure of a Candidate to meet the mandatory writing skills will cause the Candidate to be eliminated for further consideration.

##### **M.3.1.3 Prior Experience (20 points)**

Provide a copy of your resume or curricula vitae that demonstrates your work experience.

#### **M.3.2 Criteria to evaluate interview performance:**

##### **M.3.2.1 Responses to Oral Interview Questions (30 points)**

#### **M.3.3 MAXIMUM TOTAL 100 Points**

[End of RFQ]