


AWARD/CONTRACT			1. Reserved for later use		Page of Pages 1 42		
2. Contract Number CW47649		3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No.: N/A			
5. Issued By: Office of Contracting and Procurement District of Columbia Government 441 4th Street, N.W., Suite 700 South Washington, DC 20001			6. Administered by (If other than line 5) Office of the State Superintendent of Education Office of Dispute Resolution 810 First Street, NE – 2nd Floor Washington, DC 20002				
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) <div style="background-color: black; width: 100%; height: 40px;"></div>			8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment N/A		
Code Facility			10. Submit invoices to the Address shown in (2 copies unless otherwise specified)		Items 6 and 12		
11. Ship to/Mark For Same as Item 6		Code		12. Payment will be made by Office of the Chief Financial Officer Accounts Payable – Business Center 1200 First Street, NE – 11th Floor Washington, DC 20002		Code	
13. Reserved for future use			14. Accounting and Appropriation Data				
15A. Items		15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Monthly Flat Rate	15F. Amount
0001		Independent Hearing Officer Services - Tier Level One		1-3 Cases	Each	\$4,500.00	N/A
0002		Independent Hearing Officer Services - Tier Level Two		4-7 Cases	Each	\$9,600.00	N/A
0003		Independent Hearing Officer Services - Tier Level Three		8 or more Cases	Each	\$14,400.00	N/A
Total Amount of Contract						Not to Exceed \$129,600.00	
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Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to the issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <div style="background-color: black; width: 100%; height: 20px;"></div>				20A. Name of Contracting Officer (Type or Print) Alvin N. Stith			
19B. Name of Contractor <div style="background-color: black; width: 100%; height: 20px;"></div>		19C. Date Signed 12/22/2016		20B. District of Columbia <i>Alvin N. Stith</i> (Signature of Contracting Officer)		20C. Date Signed 1/3/17	
 Office of Contracting and Procurement				DC OCP 201 (7-99) ***			

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

B.1 INTRODUCTION

The Office of Contracting and Procurement on behalf of the Office of the State Superintendent of Education ("OSSE") seeks Contractors to serve as an Impartial Hearing Officer ("IHO"), Mediator, and Facilitator.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE

Tier Assignment Pricing

The Contractor will be paid based on the number of cases that he or she is assigned each month as outlined in the base year and option year price schedule in this section. For purposes of determining the number of cases assigned each month, to ensure accuracy in reporting data, the case assignment will be based on the date that the due process complaint is filed or the mediation is requested, not the date that the item was ultimately assigned to the Contractor.

Example 1: If IHO "A" was assigned one (1) case in the month of June, then he/she would qualify to bill under tier one (1) at a monthly fee of \$4,500.

Example 2: If IHO "B" was assigned five (5) cases in the month of June, then he/she would qualify to bill under tier two (2) at the monthly fee of \$9,600.

The tier table below identifies each tier level, number of case assignments, and monthly flat fees. Please note that case assignments are at the discretion of OSSE. The Contractor may not select his or her tier level and must be available to accept cases on all tier levels. The table below shows the number of cases assigned per tier for all hearing, mediation, Facilitated IEP Meeting, and Facilitated Resolution Meeting requests.

B.3.1. Base Period (Date of Award to September 30, 2017)

CLIN	Item Description	Qty	Monthly Flat Fee
0001	Tier Level One	1-3 Cases Assigned	\$4,500.00
0002	Tier Level Two	4-7 Cases Assigned	\$9,600.00
0003	Tier Level Three	8 or more Cases Assigned	\$14,400.00

B.3.1.1. Base Period fee is not to exceed \$144,000.00.

B.3.2 Option Year One (October 1, 2017 to September 30, 2018)

CLIN	Item Description	Qty	Monthly Flat Fee
1001	Tier Level One	1-3 Cases Assigned	\$4,500.00
1002	Tier Level Two	4-7 Cases Assigned	\$9,600.00
1003	Tier Level Three	8 or more Cases Assigned	\$14,400.00

B.3.2.1 Option Year One fee is not to exceed **\$172,800.00.**

B.3.3 Option Year Two (October 1, 2018 to September 30, 2019)

CLIN	Item Description	Qty	Monthly Flat Fee
2001	Tier Level One	1-3 Cases Assigned	\$4,500.00
2002	Tier Level Two	4-7 Cases Assigned	\$9,600.00
2003	Tier Level Three	8 or more Cases Assigned	\$14,400.00

B.3.3.1 Option Year Two fee is not to exceed **\$172,800.00.**

B.3.4 Option Year Three (October 1, 2019 to September 30, 2020)

CLIN	Item Description	Qty	Monthly Flat Fee
3001	Tier Level One	1-3 Cases Assigned	\$4,500.00
3002	Tier Level Two	4-7 Cases Assigned	\$9,600.00
3003	Tier Level Three	8 or more Cases Assigned	\$14,400.00

B.3.4.1 Option Year Three fee is not to exceed **\$172,800.00.**

B.3.5 Option Year Four (October 1, 2020 to September 30, 2021)

CLIN	Item Description	Qty	Monthly Flat Fee
4001	Tier Level One	1-3 Cases Assigned	\$4,500.00
4002	Tier Level Two	4-7 Cases Assigned	\$9,600.00
4003	Tier Level Three	8 or more Cases Assigned	\$14,400.00

B.3.5.1 Option Year Four fee is not to exceed **\$172,800.00.**

SECTION C: SPECIFICATIONS/WORK STATEMENTS

C.1 SCOPE

The Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., requires that each state and the District of Columbia establish and maintain procedures to ensure that parents of children with disabilities and public educational agencies have an opportunity to seek an impartial due process hearing to resolve disagreements over the identification, evaluation, educational placement of a child with disabilities, or the provision of a free appropriate public education to the child. The Office of Dispute Resolution within the Office of the State Superintendent of Education (OSSE) is responsible for the conduct of special education due process hearings.

The Contractor will be a member of a cadre of administrative hearing officers who will be responsible for presiding over due process hearing 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). The Contractor may also be assigned as a mediator in IDEA matters and as a facilitator for resolution, and IEP meetings convened in accordance with IDEA requirements.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this contract and are hereby incorporated by this reference:

Item No.	Document Type	Title	Location
1	Federal Law and Regulations	Building the Legacy: IDEA 2004	http://idea.ed.gov
2	District of Columbia Regulations	District of Columbia Municipal Regulations (DCMR)	http://osse.dc.gov/publication/section-e-3030-title-5-dc-municipal-regulations-dcmr
3	District of Columbia Regulations	The Day Care Policy Act of 1979	http://www.dcregs.dc.gov/Gateway/RuleHome.aspx?RuleID=4627984
4	Federal Law and Regulations	Childcare Development Fund	https://www.gpo.gov/fdsys/pkg/USCODE-E-2008-title42/pdf/USCODE-2008-title42-chap105-subchapII-B-sec9858.pdf
5	Federal Law and Regulations	45 CFR Part 74-Uniform Administrative Requirements for Awards and Sub-awards to institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations	https://www.law.cornell.edu/cfr/text/45/part-74
6	ODR Policy	Redaction	http://osse.dc.gov/publication/office-dispute-resolution-redaction-policy

C. 3 ACRONYMS/DEFINITIONS

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

ACRONYM	DEFINITION
OSSE	Office of the State Superintendent of Education
ODR	Office of Dispute Resolution
IDEA	Individuals with Disabilities Education Act
DCMR	D.C. Municipal Regulations
IHO	Impartial Hearing Officer
CHO	Chief Hearing Officer
LEA	Local Educational Agency
SOP	Standard Operating Procedures
ADR	Alternative Dispute Resolution
FRM	Facilitated Resolution Meeting
SEA	State Educational Agency
IEP	Individualized Education Program
FIEP	Facilitated Individualized Education Plan
EEO	Equal Employment Opportunity
TAP	Trainer Approval Program
CA	Contract Administrator
Student Identification Number	A number assigned/provided by the school to identify the student's permanent records, such as the transcript, registration, grade reports, enrollment certifications, student accounts.
Order	A written response issued by the Hearing Officer to all parties in the complaint, to address motions and other requests related to the due process complaint.
Closing order, or final written order	An order that closes out a case that is not going to be a formal hearing.
Final written decision	A written decision issued by the Hearing Officer at the conclusion of a hearing. The decision is required to have findings of fact and conclusions of law.
Resolution or Facilitated Resolution Meeting	A mandatory meeting held pursuant to IDEA to allow the LEA the opportunity to resolve issues in the due process complaint before proceeding to hearing, with the help of a neutral 3 rd party.
Facilitated IEP Meeting	A meeting held at least once a school year to plan the educational program of a child with a disability, with the assistance of a neutral 3 rd party.
Proposal	Offeror's response to the Request for Qualifications (RFQ)

C.4 BACKGROUND

Impartial Hearing Officers (IHOs) are needed to provide Impartial Hearing Officer, Mediation, and Facilitation services for the Office of Dispute Resolution (ODR). On average, the Office of Dispute Resolution processes approximately 375 due process complaints and 50 mediation and facilitation requests annually.

C.5 REQUIREMENTS

C.5.1 DUE PROCESS HEARING MATTERS

C.5.1.1 The Contractor shall preside over hearings, mediations, and Facilitated IEP Meetings and Facilitated Resolution Meetings that are within the purview of OSSE's State Educational Agency (SEA) functions and render hearing decisions. This includes; but is not limited to, the following areas:

C.5.1.1.1 IDEA Part B and Part C Due Process Matters, Mediation, and Facilitated Meetings

The Contractor shall serve as an Independent Hearing Officer in special education due process hearings held pursuant to IDEA, shall hear and evaluate evidence consisting of testimony and/or documents and shall issue a final decision on the issues presented at the hearing within the timeframe established by applicable law.

C.5.1.1.2 The Contractor shall serve as a Mediator to resolve education-related disputes brought pursuant to IDEA and other matters requiring mediation services by OSSE in its role as the State Education Agency. In providing Mediation services, the Contractor shall act as a neutral third party assisting disputing parties in resolving a conflict through the use of specialized communication and negotiation techniques.

C.5.1.1.3 The Contractor shall serve as a Facilitator of Facilitated IEP Meetings and Facilitated Resolution Meetings held pursuant to IDEA and other matters requiring facilitation services by OSSE in its role as the State Education Agency. In providing facilitation services, the Contractor shall act as a neutral third-party to assist IEP teams or parties at a resolution meeting to work more effectively by helping the group focus on their common objectives, assisting the group in building understanding and agreement, and resolving conflict by reconciling differences of opinion, which are required components of the IDEA dispute resolution process.

C.5.2 CHANGES IN LAWS, REGULATIONS, AND POLICIES

C.5.2.1 The Contractor shall provide services in accordance with all applicable federal and local laws, regulations and policies, with the understanding that revisions and updates can occur.

C.5.3 CONTRACTOR QUALIFICATIONS

C.5.3.1 The Contractor shall meet the following Mandatory Qualifications:

C.5.3.1.1 The Contractor must be attorney in good standing of the District of Columbia Bar or be a current member in good standing of another State Bar and eligible for, and willing to waive into the District of Columbia Bar as soon as possible.

C.5.3.1.2 The Contractor must possess at least five (5) years of legal experience as a practicing attorney.

C.5.3.1.3 The Contractor shall not be an employee of 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 public charter schools in the District.

C.5.3.1.4 The Contractor shall not be an employee of a private school or entity servicing children ages birth to 22, receiving funding from OSSE, including community based organizations and family childcare homes 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.5.3.1.5 The Contractor shall not have a personal or professional interest that conflicts with the Contractor's objectivity in the hearing.

C.5.3.1.6 The Contractor shall not represent a parent or school, in the District of Columbia or in any other jurisdiction, in any due process hearing or administrative or judicial proceeding regarding a school or educational matter.

C.5.3.1.7 The Contractor must possess the knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

C.5.3.1.8 The Contractor must possess judicial temperament.

C.5.3.2 It is preferred (not mandatory) that the Contractor possesses following qualifications.

C.5.3.2.1 Experience as an Administrative Hearing Officer or Law Judge for IDEA hearings; or for other comparable administrative hearings requiring written decisions with significant findings of fact and conclusions of law that involve parties who generally have a continuing relationship after the issuance of the decision.

C.5.3.2.2 Experience using an electronic docketing or case management system and/or comfort level with and willingness to master using technology in general.

C.5.3.2.3 A minimum of 2 years of legal experience in the areas of special education, disability law, administrative law, or civil rights.

C.5.3.2.4 Experience as a Judge, arbitrator or mediator.

C.5.3.2.5 Be a resident of the District of Columbia.

C.5.3.3 The restrictions set forth above shall not restrict or prohibit a Contractor from accepting compensation or remuneration from OSSE pursuant to a contract entered into prior to the execution of this contract, (provided, however, that the Contractor may not serve as a mediator or facilitator in any case or matter involving a student who has been the subject of a due process hearing over which the IHO has presided)

C.5.4 ORIENTATION

C.5.4.1 The Contractor shall attend and participate in the orientation program sponsored by OSSE and complete oral and written exercises designed to demonstrate the Contractor's knowledge and ability in regard to the following:

C.5.4.1.1 Knowledge of, and the ability to understand, the provisions of the IDEA, Federal and District of Columbia regulations pertaining to the IDEA and the education of children with disabilities, and legal interpretations of the IDEA by Federal and District of Columbia courts;

C.5.4.1.3 Knowledge and ability to conduct pre-hearings and hearings in accordance with appropriate, standard legal practice; and,

C.5.4.1.4 Knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

C.5.5 LOCATION OF HEARINGS AND OTHER SESSIONS

Most hearings and mediations will be held at 810 First St., NE, Washington, DC 20002. However, the IDEA requires that each IDEA hearing is conducted at a time and place that is reasonably convenient to the parents and child involved. Therefore, as required, the Contractor must be available to travel to another location to conduct IDEA due process hearings and mediations. (34 C.F.R. §300.515) Similarly, Facilitated Meetings are generally held at the school that the child attends, so the Contractor must be available to travel to another location to conduct a Facilitated Resolution Meeting or a Facilitated IEP Meeting.

C.5.6 STANDARDS OF CONDUCT AND DECORUM

C.5.6.1 The Contractor 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); the Bar Rules of the District of Columbia; the American Bar Association's Model Code of Judicial Conduct; and all other laws, rules, and regulations applicable to the education of students. The Contractor shall display professional behavior at all times in the performance of duties related to the Contract.

C.5.6.2 The Contractor shall ensure that the rights of all parties are protected, shall rule on procedural questions without bias or prejudice, and shall take actions necessary to complete the hearing in an efficient and expeditious manner, including management of the case and the conduct of status and pre-hearing conferences as necessary. The Contractor shall be fair and completely impartial in all aspects of his or her duties.

C.5.7 MAINTENANCE OF CASE FILES

C.5.7.1 The Contractor shall return the hearing record to OSSE after the completion of the hearing proceedings, in accordance with the directives of OSSE or any subsequent rules promulgated by OSSE.

C.5.7.2 The Contractor shall participate in training, when necessary, on the use of the electronic case docketing system and will be expected to use it to manage all cases in the manner prescribed by OSSE, including electronic submission of final written decisions utilizing a template.

C.5.8 COMPLIANCE WITH IDEA TIMELINES

C.5.8.1 The Contractor shall comply with the strict federal timelines in accordance with 34 C.F.R. §§ 300.515, 300.532(c), and 303.447, in the performance of his or her duties. The Contractor shall handle all IDEA due process matters within the timelines established by federal and District of Columbia laws and regulations. Failure to adhere to timelines will result in adverse action, up to and including termination of the contract.

C.5.8.1.1 For non-expedited hearings, the Contractor shall issue a final written decision 45 days following the date upon which any applicable resolution period expires/adjusts, unless the Contractor has, for good cause, granted a specific extension of time beyond the 45-day time frame at the request of either party, in which case the final written decision disposing of all issues must be rendered by the date identified in the final written order extending the 45-day timeframe. The Contractor's failure to submit a timely final written decision without a basis deemed acceptable to OSSE may result in termination of the contract.

C.5.8.2 If for any reason the electronic docketing system is unavailable at the time an Order or Final written decision is to be issued, the Contractor must transmit the written order/final written decision in accordance with 5-E DCMR §3030.11.

C.5.9 IDEA DECISION FORMAT, REDACTION

C.5.9.1 The Contractor shall comply with the final written decision requirements in all federal and local laws and regulations, and OSSE directives. For IDEA matters, the Contractor shall follow the specific guidelines outlined in 34 C.F.R. §§ 300.512-300.513, 5-E DCMR §3030.13, standard legal practice, and any other format requirements set by OSSE.

C.5.9.2 The Contractor shall delete all personally identifiable information in accordance with 5-E DCMR §3030.13 and comply with OSSE's redaction requirements.

C.5.9.3 The Contractor shall make clear, specific and well-organized decisions and shall include findings, including but not limited to, findings of facts, conclusions of law, and an order, as appropriate. The Contractor's final written decisions shall contain correct grammar, punctuation, and spelling.

C.5.9.4 The Contractor's findings of fact shall be based only on documentary and testimonial evidence admitted. Findings of fact shall be limited to only those that are necessary to resolve an issue properly before the Contractor. The Contractor's findings of fact shall be clear, concise, and specific.

C.5.9.5 The Contractor's conclusions of law shall accurately apply the law to the facts set forth in the findings of fact, and state correct citations to any controlling legal authority. Conclusions of law shall be limited to only those that are necessary to resolve an issue properly before the Contractor.

C.5.9.6 The Contractor's decisions and orders shall dispose of all issues before the Contractor in the case and shall be limited to matters within the Contractor's jurisdiction. The decision shall include an order that is clear, concise, specific and verifiable, including the required action and time period to implement the order. The parties should be able to implement the mandates in the final written decision or order without reference to any other part of the final written decision.

C.5.9.7 The Contractor shall issue final written decisions in accordance with 5-E DCMR§ 3030.11 and send an electronic copy (through the docketing system or by using an OSSE assigned e-mail account with an attached PDF file) of the final written decision to counsel for both parties and to the Office of Dispute Resolution (ODR). If the petitioner is not represented by counsel, the Contractor shall send the decision via certified mail to the petitioner of record.

C.5.9.7.1 The Contractor is responsible for copying the Local Education Agency and Special Education data teams using the appropriate email addresses on all issuances of orders and final written decisions.

C.5.9.8 The Contractor shall issue written orders in response to all motions filed by either party prior to issuance of the closing order.

C.5.9.9 The Contractor shall initiate contact with the parties no later than five (5) business days after case assignment to confirm or amend dates, if needed.

C.5.10 CASE UPDATES

Upon accepting an assigned case, the Contractor is responsible for the data integrity of the case assigned through the electronic docketing system (iSight, or other electronic docketing system as determined based on case criteria). The Contractor's responsibility for data integrity includes activities such as the inputting and updating of documents, data, and scheduling within the electronic database system. As OSSE updates systems to incorporate efficiencies, OSSE reserves the right to amend these requirements. The Contractor shall provide updates and docket information on case activity for the case file on a continuing and reasonably contemporaneous basis. In administering the case management component of their duties, the Contractor shall comply with all required tasks in the electronic docketing system.

C.5.10.1 Updates for Special Education Matters

Special Education due process complaint case data is managed through the electronic docketing system. Specific case management tasks to be performed by the Contractor include but are not limited to:

C.5.10.1.1 The Contractor shall monitor the case timeline and alert OSSE to any deficiencies.

C.5.10.1.2 The Contractor shall provide an analysis of the assigned complaint to shift case to "Expedited" when necessary.

C.5.10.1.3 The Contractor shall complete all data fields of the docketing system's "Case Management" page.

C.5.10.1.4 The Contractor shall complete all data fields of the docketing system's "Hearing Scheduling" page.

C.5.10.1.5 The Contractor shall respond to all Motions (granting/denying).

C.5.10.1.6 The Contractor shall enter all data and take all actions with respect to Motion to Amend, Motion to Consolidate, Motion for Continuance; enter all data, and reset case timeliness when applicable.

C.5.10.2 The Contractor shall diligently grant and deny motions through the iSight Docketing or similar system to ensure accuracy and consistency in reporting.

C.5.10.3 The Contractor shall ensure that the due process complaint is closed by timely issuing the appropriate closing document; i.e. final written decision, or final closing order and ensure that all documents filed with the ODR or with the Contractor are reflected in the iSight record or similar electronic docketing system.

C.5.10.4 The Contractor shall ensure that information regarding the Resolution, and the Facilitated IEP Meeting, and/or pre-hearing conferences is updated in iSight or similar electronic docketing system in a timely manner.

C. 5.10.5 The Contractor shall ensure that the Student Identification number is correct by confirming the number with the parties at the hearing or prehearing conference.

C.5.10.6 The Contractor shall accurately complete the case management portion of the record in iSight or similar electronic docketing system prior to case closure by OSSE.

C.5.10.6.1 OSSE shall review each electronic case record for accuracy and notify the Contractor of any incomplete sections. The Contractor shall have 48 hours from the date the Contractor is notified by OSSE of any deficiencies in the electronic case record to make any necessary corrections.

C.5.10.7 The Contractor shall send all emails relevant to the adjudication of each case through iSight or similar electronic docketing system, or upload as an attachment to the case record prior to case closure.

C.5.11 CASE RECORDS

All Records developed before, during and after an administrative hearing, mediation, Facilitated Resolution Meeting, or Facilitated IEP Meeting handled by a Contractor, become the sole property of OSSE. The Contractor shall return the administrative record for all assigned matters to the Office of Dispute Resolution in accordance with the written directives of the Office of Dispute Resolution, after the issuance of the final written decision in each case assigned.

C.5.11.1 The Contractor shall submit cover pages for all Certifications of Record and/or Indexes of Record to the Office of Dispute Resolution when the final order or written decision has been issued.

C.5.11.2 The Contractor shall ensure the accuracy of the Certifications of Record and/ or Indexes of Record cover page and confirm that all necessary documentation is available to ODR in the iSight or similar case management system record or as an attachment to the cover page upon the Contractor's submission to ODR.

C.5.12 ASSIGNMENT OF CASES

C.5.12.1 The Contractor shall receive, accept, and preside over the assigned cases on a monthly basis, as needed, in accordance with the Tier Levels described in Section B.

- A. 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 OSSE.
- B. Further, OSSE reserves the right to assign or reassign to any other Contractor all or any part of the Contractor's functions with respect to any hearing that is assigned by OSSE. The Contractor shall provide any necessary information to the newly assigned Contractor for the proper adjudication of the case. In accordance with C.5.18.9 upon suspension or termination, the fixed monthly rate or other established rate described in Section B.3.2 will be withheld on the effective date of the suspension or termination. Monthly or future payments will cease upon termination of the contract.
- C. OSSE shall be responsible for issuing all initial hearing notices which will include tentative dates for mediations, pre-hearing conferences, and due process hearings. The Contractor must initiate contact with the parties no later than five (5) business days after case assignment to confirm or amend dates, if needed.

C.5.12.1 IHO Unavailability for Case Assignments

The Contractor may indicate up to two (2) ten (10) day periods during each contract year, not within the same month and not within consecutive months, during which no cases shall be assigned with final written decision due dates during the ten day period requested.

C.5.12.1.1 The Contractor shall submit a written request for non-assignment sixty (60) days prior to requesting date of leave. Written requests shall be made to the Contract Administrator.

C.5.12.1.2 If requested leave exceeds 10 days, the monthly flat fee payments will be suspended until the Contractor returns from leave and resumes case management duties the following month.

C.5.12.2 Declining of Case Assignments

The Contractor shall not decline cases; except in the cases of emergencies. In cases of emergency, written requests stating the reason for the declination of the case assignment shall be made to the Contract Administrator.

C.5.12.3 Reassignments

Cases will be reassigned at the discretion of OSSE. . Contractors may request reassignments in writing to the Contract Administrator; however, unless the request is granted by the Contract Administrator, the Contractor must accept and manage the case assignment. If a request for reassignment is granted by the Contract Administrator, the reassigned case will be removed from the Contractor's caseload for current month.

C.5.13 REMANDS

The Contractor shall accept reassignment or new assignment of a remand case. If a case is remanded to the Office of Dispute Resolution and the original Contractor who was assigned the case is available, the matter may be reassigned to the original Contractor, and no additional compensation will be paid. If the original Contractor is unavailable, the matter may be assigned to a new Contractor. The newly assigned Contractor may count the remand as new case assignment.

C.5.14 RESIGNATION

C.5.14.1 The Contractor shall submit a 60 day notice of intent to resign to the Contract Administrator. The Contractor is expected to complete and close all open cases in accordance with Section C.5.15 prior to the effective date of resignation.

C.5.15 CASE CLOSURE

The Contractor shall complete the following in order for OSSE to consider a case closed:

- A. Final Order or Final Written Decision has been issued to all parties.
- B. The case management section in the case management system is complete.
- C. The completed certification of record or index of record cover page has been submitted to the Office of Dispute Resolution.
- D. All accompanied documentation pertaining to the case has been attached in the case record or submitted to the Office of Dispute Resolution.
- E. Any other additional requirements, as determined by OSSE, communicated to the Contractor verbally or in writing.

C.5.16 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

Outside employment and practice of law is not barred so long as the practice is permitted under Section C.5.3.1, and is compatible with the duties of an IHO. The Contractor shall demonstrate that such outside practice complies with the limitations set forth in Section C.5.3.1 specifically:

C.5.16.1 The Contractor shall maintain the ability to respond to requests for hearings and pre-hearing motions on short notice.

C.5.16.2 The Contractor shall meet all applicable timelines.

C.5.16.3 The Contractor shall preside at special education due process hearings and other matters as assigned under the contract, at the frequency and on the terms and conditions agreed to and set forth in the contract.

C.5.17 MANDATORY TRAINING

C.5.17.1 The Contractor shall attend all required trainings scheduled by OSSE for professional development during the term of the contract. There will be no additional compensation paid to the Contractor to attend trainings.

C.5.18 CONTRACTOR PERFORMANCE

The overall compliance of the Contractor's work may be reviewed on an annual basis. Notwithstanding the annual review, the Director of the Office of Dispute Resolution or his/her designee will monitor the Contractor's compliance with OSSE's procedural directives, timeliness of final decisions, and electronic case management practices on an ongoing basis.

C.5.18.1 The Contractor shall demonstrate knowledge of Federal and State regulations governing all of OSSE administrative hearing subject matter areas. With regard to Special Education matters, the Contractor must demonstrate knowledge of Federal and State laws governing the identification, evaluation, and educational placement of a child with disabilities, or the provision of a free appropriate public education to the child with disabilities including legal interpretations of the IDEA and District of Columbia laws and regulations by Federal and District of Columbia courts, as well as the impact of any recent case law and/or amendments to these laws.

C.5.18.2 The Contractor shall conduct pre-hearing conferences in accordance with appropriate, standard legal practice and in accordance with the directives of OSSE.

C.5.18.3 The Contractor shall conduct hearings in accordance with appropriate, standard legal practice and, as applicable, in accordance with the procedures and requirements in the IDEA law and regulations; District of Columbia law and regulations and written directives of OSSE.

C.5.18.4 The Contractor must demonstrate efficient case-management strategies, including complying with all applicable timelines and written directives of OSSE.

C.5.18.5 The Contractor must render final written decisions or orders that are in accordance with standard legal practice, D.C. Municipal Regulations, and the written directives of OSSE, and are clear, concise and founded in case law and fact. Failure to follow all applicable timelines when issuing final written decisions or orders may result in termination of the contract.

C.5.18.6 The Contractor must demonstrate judicial temperament and professional behavior at all times during the proceedings. Actions by the Contractor that fail to maintain this standard may result in the termination of the contract.

C.5.18.7 The Contractor must ensure a complete and accurate administrative record is made of the proceedings.

C.5.18.8 The Contractor must demonstrate compliance with the expectations, functions, and responsibilities set forth in the contract and/or the written directives of OSSE.

C.5.18.9 The Contractor will be informed of the evaluation process and the measurements for each criterion upon which their performance will be evaluated in advance of the implementation of the evaluation system. The evaluation method may include observations of the conduct of pre-hearing conferences and hearings, review of administrative records, decisions issued, docketing system data. If unsatisfactory performance is determined as a result of the evaluation or at any time during the course of the contract term, the contract may be terminated by OSSE.

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SECTION D: PACKAGING AND MARKING

N/A

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base period from the date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this 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 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 thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Due Process Hearings			
001.a	Pre-hearing Notices	Based on OSSE Assignment.	Hardcopies and/or Electronic Version through case management system to LEA/SEA, OSSE, DCPS, Parent, or Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.b	Pre-hearing Conference	Based on OSSE Assignment.	On-site at 810 First Street, NE Washington, DC 20002, or conference call with LEA/SEA, OSSE, DCPS Attorney, Parent or Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.c	Pre-hearing Order	Based on OSSE Assignment.	Through case management system, or OSSE assigned email account to LEA/SEA, DCPS Attorney, OSSE, Parent, and Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.d	Due Process Hearing	Based on OSSE Assignment.	On-site at 810 First Street, NE Washington, DC 20002	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.e	Issuance of Orders	Based on OSSE Assignment.	Through case management system, or OSSE assigned email account to LEA/SEA, DCPS Attorney, OSSE, Parent, and Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.f	Issuance of Hearing Officer Determination	Based on OSSE Assignment.	Through case management system, or OSSE assigned email account to LEA/SEA, DCPS Attorney, OSSE, Parent, and Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives

001.g	Issuance of Certification of Record cover page or Index of Record cover page	Based on OSSE Assignment.	Electronic Case Management System	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
001.h	Case Files (Completion of case management section)	Based on OSSE Assignment.	Electronic Case Management System	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
002	Mediation and Facilitation Meetings			
002.a	Pre-hearing Notices	Based on OSSE Assignment.	Hardcopies and/or Electronic Version through case management system to LEA/SEA, OSSE, DCPS, Parent, or Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
002.b	Pre-mediation/facilitation conference	Based on OSSE Assignment.	In-person, or conference call with LEA/SEA, OSSE, DCPS Attorney, Parent or Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
002.c	Pre-mediation/Facilitation Order	Based on OSSE Assignment.	Hardcopies and/or Electronic Version through case management system to LEA/SEA, OSSE, DCPS, Parent, or Parent's Attorney	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives

002.d	Facilitation/ Mediation meetings	Based on OSSE Assignment.	On-site at specified location within the District of Columbia	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives
002.e	Outcome Form	Based on OSSE Assignment.	Electronic, in-person, U.S. mail to ODR	As prescribed in law, regulation, appropriate, standard legal practices, and/or written OSSE Office directives

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SECTION G: CONTRACT ADMINISTRATION

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 this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The contact information of the CFO is:

Address: Office of the Chief Financial Officer
Accounts Payable – Business Center
1200 1st Street, NE
11th Floor
Washington, DC 20002
Email: dcps.invoices@dc.gov

- 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 (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The Contractor shall submit proper invoices on a monthly basis. Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) OSSE shall pay the Contractor as the deliverables are approved by OSSE.
- b) The amount due on the deliveries warrants it, or
- c) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - i. Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.
- d) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 Subcontracting is not allowed under this contract.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Alvin N. Stith
Office of Contracting and Procurement
810 First Street NE – 8th Floor
Washington, D.C. 20002
Telephone: 202-481-3798
E-mail: alvinn.stith@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Name: Tracey Langley
Title: Director of Student Hearings
Office of the State Superintendent of Education
Address: 810 First Street NE
Washington, D.C. 20002
Telephone: 202-481-3444
E-mail: tracey.langley@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

N/A

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

N/A

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which The Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14, Disputes.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". The Contractor: (1) shall perform the services specified herein as an independent contractor, not as employees of the government; (2) shall be responsible for his or her 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.

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

N/A

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The Office of Dispute Resolution shall be responsible for issuing all initial hearing notices which will include tentative dates for mediations, pre-hearing conferences, and due process hearings.

H.11.2 At OSSE's discretion, OSSE will provide a designated working space for the Contractor, including access to a computer and telephone at the First Street N.E. location.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor shall attend all trainings required by OSSE's Office of Dispute Resolution.

H.12.2 The Contractor must be an attorney in good standing of the District of Columbia Bar throughout the contract period.

H.12.3 Requests for leave must be made in writing, and approved by the Contract Administrator, as outlined in Section C.5.12.1.

H.12.4 The Contractor shall possess the necessary support and equipment necessary to perform his/her duties. At a minimum, the Contractor shall have and maintain:

(A) A telephone (to be provided by the Contractor) (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 to be provided by the Contractor, 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 OSSE;

(G) A printer;

(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.

H.12.5 Neither the Contractor or the firm with whom the Contractor is employed represents or opposes OSSE or any District agency in any pending matter, or represents any party with an interest in the outcome of any matter involving OSSE, and the Contractor is unaware of any actual or potential conflicts of interest that the Contractor is required to disclose to the District under the Rules of Professional Conduct. The Contractor shall immediately notify the District if any such conflict arises.

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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 July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts"

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept confidential, in accordance with all the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" - The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor.

I.8 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

If the Contractor (IHO) maintains broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Developer, Contractor, and Subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

3. **Umbrella Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
4. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
5. **Cyber Liability Insurance.** The Contractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- B. **PRIMARY COVERAGE.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Alvin N. Stith
Agency Contracting Officer
Office of Contracting and Procurement
Office of the Chief Operating Officer
Office of the State Superintendent of Education (OSSE)
Government of the District of Columbia
810 First Street, NE 8th Floor
Washington, DC 20002

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the Equal Employment Opportunity Information Report and the Office of Human Right's approval memorandum are incorporated herein as Section J.3.

I.10 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFQ, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Contractor's Response to the RFQ

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
- (ii) Provide a description of the claim or dispute;
 - (iii) Refer to the pertinent contract terms;
 - (iv) State the factual areas of agreement and disagreement;
State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (v) Indicate that the written document is the CO's final decision; and
 - (vi) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2 360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, The Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

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SECTION J: ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Required Solicitation Attachments"