

OFFICE OF THE EXECUTIVE SECRETARY  
SUPREME COURT OF VIRGINIA

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**Coordinator of Mediation Services for Virginia Courts**  
**Request for Proposal # 111:17-0004 issued April 3, 2017**

I. PURPOSE:

The purpose and intent of this Request for Proposals (RFP) is to procure services for mediation coordination. Contracts will be awarded to organizations or individuals to provide mediation coordination services (the “Coordinator”) to the Virginia court system. Multiple awards will be made in order to provide for coverage throughout the Commonwealth. The proposed effective date of the contracts is July 1, 2017.

II. BACKGROUND:

In order to assist clerks’ offices and judges in maintaining mediation programs in the court system, it is necessary to procure mediation coordination services from private providers of mediation. Procedures for a mediation referral program have not yet been developed in some courts. Through the assistance of a mediation coordinator, some of these courts may be able to implement a mediation program. With over 500 certified mediators around the state, there are certainly many who have the creativity and expertise to assist clerks and judges in the initiation of mediation referrals.

While there are certain requirements common to mediation programs in all courts, clerks and judges around the state have identified procedures to fit their specific courts. Recognizing that each clerk’s office has its own unique needs, mediation coordinators must assist each court based on the particular needs that the clerk and/or judge identify as most beneficial for that court in initiating or maintaining mediation services.

III. SCOPE OF WORK:

This RFP calls for proposals to perform responsible professional work related to the development and implementation OR the continuance of a comprehensive dispute resolution program in the Virginia court system, **except for the Juvenile and Domestic Relations District Courts in the City of Richmond, Prince William County, and Henrico County**. The Coordinator will assist the clerks and serve as a liaison between the courts and the mediation community to provide mediation opportunities to litigants in appropriate cases. Please note that if you are applying for a coordinator contract for a General District Court and also wish to mediate in that court, you must submit a proposal in response to the mediation services RFP 111:17-0003 as well.

All Coordinators will execute the same set of specific, mandatory responsibilities required by the Office of the Executive Secretary, Division of Dispute Resolution Services (OES-DRS). The clerks and/or judges of individual courts to be served may also indicate other tasks to be performed by the Coordinator by selecting from a list of optional services.

A. **Coordinator Mandatory Requirements**

The Coordinator shall fulfill the following mandatory requirements in every court.

1. Upon award of a contract, meet with judges, clerks, and other designated court personnel to develop and/or clarify criteria and procedures 1) for screening, referring, tracking, and reporting cases for mediation, 2) for determining mediator qualification requirements, and 3) for performing optional tasks (see next section) the court has requested.
2. Establish a protocol with the judges and clerks for troubleshooting and for communication between the coordinator, the court, and OES-DRS to monitor quality control of the mediation program and services.
3. Ensure that a free dispute resolution orientation session is conducted for all individuals referred by the court 1) to provide them with information related to mediation in the context of the court process and 2) to assess the appropriateness of mediation for the case.
4. Recruit Virginia certified mediators based on qualification requirements established by the individual court. Assign cases in a fair and equitable manner based on the mediators' schedules of availability. If the court has a different preference for allocating cases, briefly describe this alternative on the **ALTERNATIVE METHOD OF ASSIGNING MEDIATORS FORM** and have it signed by the Judge or Clerk of the Court.
5. Ensure quality control by meeting with mediators at the beginning of the contract year and throughout the year as often as is necessary to accomplish the following objectives:
  - a. to train in court and referral procedures
  - b. to establish a method and schedule of ongoing communication to disseminate information pertinent to mediation and the specific court
  - c. to deliver updates from OES-DRS
  - d. to troubleshoot any concerns
  - e. to instruct mediators to consistently distribute the Evaluation of Mediation Session and Mediator form to mediation participants and to submit originals of these evaluations to OES-DRS
  - f. to ascertain that each mediator's certification is current during the period in which he/she mediates court cases
6. Ensure that all court referred mediations are entered into the online Mediation Information System (MIS) on the Supreme Court of Virginia web site.
7. If serving as the Coordinator for Juvenile and Domestic Relations court, ensure that mediators collect the data to accurately compile and deliver the quarterly

**SUMMARY OF STATE-FUNDED LOCAL ACCESS/VISITATION PROGRAMS** report to OES-DRS.

8. Prepare and submit quarterly to OES-DRS the **COORDINATOR CASE DISTRIBUTION REPORT**.

**B. Coordinator Optional Services**

In addition to the Mandatory Requirements, courts may select the following Optional Services.

1. Set a schedule to regularly review all new warrants, petitions and motions to determine their appropriateness for referral to a dispute resolution orientation session.
2. Ensure a review of all docketed cases prior to court to determine their appropriateness for referral to a dispute resolution orientation session and possible mediation on that court day.
3. Prepare all Orders of Referral to a dispute resolution orientation session for the judges' signatures and make necessary copies.
4. Make copies of mediation-related documents for the court, mediators and parties as requested by the clerk – for example, paperwork for parties, case files, summons, and/or referrals.
5. Distribute appropriate documents to mediators for scheduling the dispute resolution orientation session and/or the mediation appointment.
6. Develop and maintain a schedule to ensure mediator availability to court-sit on designated days.
7. Develop and maintain schedule for mediators to conduct mediations at court or other designated locations.
8. Complete coordinator tasks on scheduled days, using workspace provided at court.
9. In Juvenile and Domestic Relations court, assist with collating mediators' List of Allowances and DC-604s for the signatures of the Judge and the Clerk.
10. Provide statistics of cases referred to dispute resolution orientation session and to mediation on a schedule as requested by the court.

**IV. ELIGIBILITY REQUIREMENTS:**

An organization or individual provider is eligible to receive a contract if:

- A. The organization or individual provider meets the requirements specified in the RFP and complies with all applicable statutes in the Code of Virginia (Section 8.01-576.4

et seq.); and,

- B. The provider is a mediator who is certified to receive court-referred cases by the Office of the Executive Secretary pursuant to the [Guidelines for the Training and Certification of Court-Referred Mediators](#) promulgated by the Judicial Council of Virginia.
- C. Mediators who have had a founded mediator complaint in the past 12 months as determined by either the Complaint Review Panel or the Complaint Hearing Committee are **ineligible** to receive a contract. Any mediator who has a founded complaint during the contract period may not continue to act as a coordinator under the remainder of the contract.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

In order to be considered for a contract, Offerors must submit a complete response to this RFP. One original of the proposal must be **received** in accordance with the directions on the **REQUEST FOR PROPOSAL COVER SHEET**. The Offeror or an authorized representative of the Offeror shall sign the proposal.

The whole response to this RFP shall consist of:

- A. A completed **REQUEST FOR PROPOSAL COVER SHEET**
- B. A completed **COORDINATOR PROPOSAL FORM**

This form requires:

- 1. Identification of the courts to be served.

For each court so identified include:

- a. Completed **COURT SUPPORT FORM – ATTACHMENT A** signed by a Judge or the Clerk of the Court. A court identified on the **COORDINATOR PROPOSAL FORM** will not be considered for a contract unless the signed **COURT SUPPORT FORM** is attached.
- b. If applicable, **ALTERNATIVE METHOD FOR ASSIGNING MEDIATORS FORM - ATTACHMENT B**.

- 2. A description of experience related to performing the Coordinator's role, where applicable.
- 3. Contact information for two professional references, where applicable.
- 4. One pricing schedule.

- C. A completed **STATE CORPORATION COMMISSION FORM - ATTACHMENT C**. See Section VI.W. This requirement does not apply to sole proprietors or non-profit organizations.

VI. GENERAL TERMS AND CONDITIONS

Offerors shall note in their proposals their agreement to the following mandatory terms.

A. Vendor's Manual:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendor Manuals" on the vendor tab.

B. Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Office of the Executive Secretary and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366.) ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. Anti-Discrimination:

By submitting their proposals, Offerors certify to the Office of the Executive Secretary that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E).)

In every contract over \$10,000 the provision in 1 and 2 below shall apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the

provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed on behalf of the Contractor, will state that such Contractor is an equal employment opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provision of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

D. Ethics in Public Contracting:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986:

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status:

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Office of the Executive Secretary all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Office of the Executive Secretary under said contract.

Mandatory Use of State Form and Terms and Conditions for RFPs:

Failure to submit a proposal on the official state form provided for that purpose (the applicable form is the **REQUEST FOR PROPOSAL COVER SHEET**, which must be signed in ink by the Contractor) may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Office of the Executive Secretary reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Payment: (See also Section VII.D.)

1. Invoices shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

K. Precedence of Terms:

The following General Terms and Conditions, *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT, shall apply in all instances. In the event there is a conflict between any of the other

General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and conditions shall apply.

L. Testing and Inspection:

The Office of the Executive Secretary reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Qualifications of Offerors:

The Office of the Executive Secretary may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Office of the Executive Secretary all such information and data for this purpose as may be requested. The Office of the Executive Secretary reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Office of the Executive Secretary further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Office of the Executive Secretary that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

N. Assignment of Contract:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Office of the Executive Secretary.

O. Changes to the Contract:

Changes can be made to the contract in any of the following ways:

1. The Contractor and the Office of the Executive Secretary may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification must be agreed to by both parties as a part of their written agreement to modify the scope of the contract; or
2. The Office of the Executive Secretary may order changes within the general scope of the contract at any time by written notice to the Contractor. The Contractor shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing; or
3. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Office of the Executive



Secretary's right to audit the contractor's records and/or to determine the correct number of units independently; or

4. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Office of the Executive Secretary with all vouchers and records of expenses incurred and savings realized. The Office of the Executive Secretary shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Office of the Executive Secretary within thirty (30) days from the date of receipt of the written order from the Office of the Executive Secretary. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Office of the Executive Secretary or with the performance of the contract generally.

P. Announcement of Award:

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Office of the Executive Secretary will publicly post such notice ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten days.

Q. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a

contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. Nondiscrimination of Contractors:

An Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the Office of the Executive Secretary, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. Availability of Funds

It is understood and agreed between the parties that the Office of the Executive Secretary shall be bound to the terms of the contract only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

T. Default

In case of failure to deliver services in accordance with the contract terms and conditions, if through any cause, Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Office of the Executive Secretary shall thereupon have the right to terminate this contract by giving at least fifteen (15) days written notice to the Contractor of such termination. The Office of the Executive Secretary may thereupon procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Office of the Executive Secretary may have.

U. Taxes

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

V. Price Currency

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

W. Authorization to Conduct Business in the Commonwealth

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Please complete State Corporation Form - Attachment C.

NOTE: This requirement does not apply to sole proprietors or non-profit organizations.

VII. SPECIAL TERMS AND CONDITIONS

Offerors shall note in their proposals their agreement or exception to the following terms. If exception is taken, proposals shall include requested alternative language.

A. Record-Keeping Requirements

Contractors agree to maintain complete records of the cases referred from the court system and how the cases were managed. As a part of the normal record-keeping by the Contractor, information about the following should be maintained and shared with the Office of the Executive Secretary on a quarterly basis:

1. The name and certification number of each mediator to whom cases were allocated.
2. The number of cases referred to, mediated by, and number of agreements at each court level for each mediator.
3. Supply all data requested on the coordinator's monthly invoice form.
4. For coordinators of Juvenile and Domestic Relations courts, **SUMMARY OF STATE-FUNDED LOCAL ACCESS/VISITATION PROGRAMS** report.
5. Any such other relevant and readily accessible information as the Executive Secretary may reasonably request.

Submitting the OES-DRS reporting instrument **COORDINATOR CASE DISTRIBUTION REPORT** shall satisfy items 1 and 2. The number of mediators and cases in all of the courts served by the contract are to be aggregated in a single quarterly report, i.e., a breakdown by court is not required. This quarterly report shall be due seven business

days following the final day of September, December, March, and June of the contract year.

Due to a requirement of the grant that helps fund JDR coordinator positions, JDR coordinators must track and report on a monthly basis the number of cases that are support-only separately from the number of cases that involve custody and/or visitation matters. Non-grant funds pay for the support-only coordination services. These separate statistics shall be reported on the monthly invoice forms.

Both the **SUMMARY OF STATE-FUNDED LOCAL ACCESS/VISITATION PROGRAMS** and the **COORDINATOR CASE DISTRIBUTION REPORT** must be submitted electronically, using the Excel spreadsheets provided by OES-DRS. (To review these forms contact the issuing agency.)

B. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Office of the Executive Secretary, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. Other Sources of Funding

Any Contractor awarded a contract may continue to receive or make application for grants, funds, or financial or in-kind contributions from any public or private source, consistent with applicable federal, state, and local laws, for additional mediations.

D. Method of Payment

The Contractor will be paid monthly in arrears upon submission of the pre-printed OES-DRS invoice, completed and signed by Contractor's representative. All invoices shall be forwarded directly to the Office of the Executive Secretary, Supreme Court of Virginia, 100 N. Ninth Street, 3<sup>rd</sup> Floor, Richmond, Virginia 23219.

E. Cancellation of Contract

The Office of the Executive Secretary reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 15 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. Offer Acceptance Period

Any offer in response to this solicitation shall be valid for 90 days. At the end of 90 days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

G. Advertising

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Office of the Executive Secretary will be used in product literature or advertising without the consent of the Office of the Executive Secretary. The Contractor shall not state in any of its advertising or product literature that the Office of the Executive Secretary or any of its Departments or Divisions has purchased or uses its products or services, and the Contractor shall not include the Office of the Executive Secretary or any of its Departments or Divisions in any client list in advertising and promotional materials.

H. Subcontracts

No portion of the work shall be subcontracted without the consent of the Office of the Executive Secretary.

I. Contractor as Independent Contractor

During the performance of this contract, the Contractor, and Contractor's employees, will be regarded as an independent contractor and not as an agent or employee of the Supreme Court of Virginia and the Office of the Executive Secretary or of the court served through any resulting contract. The Contractor shall be responsible for all Contractor supplied employees insurance and federal, state, local and FICA taxes. Employees of the Commonwealth of Virginia are not eligible to offer proposals for this solicitation.

J. Identification of Bid Envelope

The signed proposal should be sent in a separate envelope or package, sealed and identified as follows:

From (Name of Bidder/Offeror):
Address of Bidder/Offeror: Street or Box Number City, State, and Zip Code
To: Sally Campbell Dispute Resolution Services Office of the Executive Secretary Supreme Court of Virginia 100 North Ninth Street, 3 <sup>rd</sup> floor Richmond, VA 23219
Reference: RFP # 111:17-0004
Date & Time Received by OES:
<i>(for OES use only)</i>

Proposals may be hand delivered or mailed to the office issuing the solicitation.  
**No other correspondence or other proposal should be placed in the envelope.**

K. Waiver of terms of contract

No waiver of a breach or default of any clause of any resulting contract shall be deemed to constitute a waiver of any subsequent breach or default of the terms thereof. The failure of OES at any time to insist upon strict performance of any of the terms or covenants of any resulting contract shall not be deemed a waiver of the right to insist upon strict performance of the same or any other term or covenant of any resulting contract at any time.

VIII. EVALUATION AND AWARD CRITERIA

A. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria below. Interviews and negotiations may be conducted with the Offerors so selected. The agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Office of the Executive Secretary reserves the right to make multiple awards as a result of this solicitation; however, only one award will be made for each court. The Office of the Executive Secretary may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359(D)). Should the Office of the Executive Secretary determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

B. Evaluation Criteria

The following percentages will be used to evaluate all of the proposals received that meet the requirements of the RFP and that propose to serve the Juvenile and Domestic Relations District Court and the General District Court.

1. Background information regarding the service provider, experience in providing coordination services, and innovative plans for service	10%
2. Number of courts proposed to be served	20%
3. Volume of cases mediated in courts to be served	30%
4. Scope of optional work required by courts	30%
5. Number of mediators conducting mediations in the courts to be served	10%
GRAND TOTAL	100%

IX. PRICING SCHEDULE

The Offeror should indicate on the **COORDINATOR PROPOSAL FORM** the charge for providing the services described in the proposal.