

OFFICE OF THE EXECUTIVE SECRETARY  
SUPREME COURT OF VIRGINIA

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**Mediation Services for Virginia Courts**  
**Request for Proposal #111:18-0004 issued April 2, 2018**

- I. **PURPOSE:** The purpose and intent of this Request for Proposals (RFP) is to procure mediation services. Contracts will be awarded to organizations or individuals to provide mediation services to users of the Virginia state court system. Multiple awards will be made in order to provide for coverage throughout the Commonwealth. The proposed effective date of the contract is July 1, 2018.
  
- II. **BACKGROUND:** There are a number of cases in the court system that may be better served through use of a non-adversarial process such as mediation in the resolution of a dispute. As mediation services are not widely available within the court system, it is necessary to procure such services from private providers of mediation. The focus of this RFP is limited to General District Court mediation and truancy, restorative justice, and child dependency mediation in the Juvenile and Domestic Relations District Court.
  
- III. **SCOPE OF WORK:** This Request for Proposals calls for proposals to specify the level of court that will be served and the procedures that will be used to obtain mediation referrals and to provide mediation services.

A fee of \$200 will be paid for each Juvenile and Domestic Relations District Court mediation. A fee of \$90 will be paid for each General District Court mediation. A single mediation may incorporate multiple court filings.

For purposes of this RFP, a mediation is defined as up to four hours of actual mediation (not to include the initial orientation session) in General District Court, and up to eight hours of actual mediation (not to include the initial orientation session) in Juvenile and Domestic Relations District Court.

Payment will not be made for a mediation in which a filing(s) for garnishment or interrogatory is the only issue.

**General District Court or Juvenile and Domestic Relations District Court cases involving recent or continuing domestic violence, sustained psychological impact from domestic violence or an existing no contact protective order between any or all of the parties are deemed inappropriate for mediation and will not be funded through this RFP. Domestic violence itself is a subject that may not be mediated under any circumstances.**

The Virginia court system of referrals allows judges to order parties to attend one dispute resolution orientation session, during which the mediator screens for the appropriateness of mediation and provides the parties information about mediation. During the orientation the parties will decide whether they want to try to resolve their case through mediation. The Contractor will accept court-referred cases for this no-cost orientation session in sufficient number to generate the number of mediations contracted for. The contract will be for the

purchase cost of the projected number of mediations resulting from these orientation sessions, not for the orientation sessions themselves.

The Offerer may submit a proposal to serve a General District Court only or a Juvenile and Domestic Relations District Court only or both levels of court. A proposal may also offer mediation services to multiple General District Courts and/or Juvenile and Domestic Relations District Courts.

IV. ELIGIBILITY REQUIREMENTS: An organization or individual provider will be considered eligible to receive a contract if:

- A. It meets the requirements specified in the RFP and complies with all applicable mediation statutes in the Code of Virginia.
- B. It provides mediators who are certified to receive court referrals 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.
  - 1. Applicants seeking to provide truancy mediation services must provide evidence of Juvenile and Domestic Relations District Court certification, a certified eight-hour Truancy Mediation training, and have experience co-mediating at least two truancy mediations with an experienced truancy mediator.
  - 2. Applicants seeking to provide restorative justice conferencing services must provide evidence of certification, at least sixteen hours of Restorative Justice Conferencing training, and experience facilitating at least two restorative justice conferences with an experienced restorative justice conference facilitator. Other restorative processes may be considered.
  - 3. Applicants seeking to provide child dependency mediation services must provide evidence of recertification at least once as a Juvenile and Domestic Relations District Court mediator, of having attended twenty-four hours of child dependency mediation training provided by the Office of the Executive Secretary, and have experience co-mediating at least two child dependency mediations with an experienced child dependency mediator. Mediators who attended the March 2006 OES child dependency training meet this requirement.
- 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 mediate under a contract.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

- A. General Requirements:

1. RFP Response:
  - a. In order to be considered for selection, Offeror must submit a complete response to this RFP.
  - b. All necessary forms are located on the court web site with this RFP.

2. Proposal Preparation:

- a. An acceptable proposal includes a completed original of the following forms:

**REQUEST FOR PROPOSAL COVER SHEET** – The single page cover shall be signed by the Offeror or an authorized representative of the Offeror.

**MEDIATION SERVICES PROPOSAL FORM** – Provide all requested information on the form. Do not indicate *see attached* on this form unless instructed.

**COURT SUPPORT FORM - Attachment A** – Complete a separate Attachment A for each court you wish to serve. In offering services for a Combined Court check either **GDC** or **J&DR**, depending on the type of services to be provided. Only those forms signed by a clerk or a judge of the court are deemed valid.

**STATE CORPORATION COMMISSION FORM - Attachment B** – See Section VI.W. This requirement does not apply to sole proprietors or non-profit organizations.

- b. Complete only one **REQUEST FOR PROPOSAL COVER SHEET**, only one **MEDIATION SERVICES PROPOSAL FORM**, and only one **STATE CORPORATION COMMISSION FORM**. Use a separate **COURT SUPPORT FORM** for each court for which services are proposed.
- c. A proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis is on completeness and clarity of content.
- d. Proposals must be submitted on forms labeled RFP#111:18-0004.
- e. Failure to submit all forms completed as requested may result in the proposal being rejected for review or consideration for a contract.

- B. Proposal Procedures:

Contract proposals shall address the following issues:

1. Description of the Offeror's principals and the length and extent of experience of the Offeror in providing mediation services in court-referred and other cases.

Please be specific by indicating approximate number and types of mediations performed and over what time period.

2. Notation of two recent references for whom you have provided mediation services. These could be community mediation centers for whom you have performed mediation services, mediation coordinators who are familiar with the quality of your mediation work, or parties for whom you have provided mediation of a dispute (either court-referred or private). Include the year of service, name, address, and phone number of the person OES has your permission to contact.
3. Description of procedures for interacting with the court system to the extent necessary to screen paper files, receive case documents, provide orientations and schedule mediations, and provide the court with information regarding any agreement reached.

NOTE: In courts where a contract is awarded for a mediation coordinator, the coordinator may carry out the function of screening paper files and assigning orders of referral to available mediators. The Offeror's mediation services proposal should include this information in the event that no coordinator contract is awarded for the court the Offeror is bidding to serve.

4. A list of mediators, including certification number, levels of certification, expiration date of certification, and mentor status. List only those who will mediate court referrals should you receive a contract.
5. Complete **Attachment A – COURT SUPPORT SHEET**

**Provider Name** – Company, mediation center, non-profit, or individual making this offer. This should match the name on the **REQUEST FOR PROPOSAL COVER SHEET**.

**Number of Mediators available for this court** – Note the number of certified mediators available from the company, mediation center, non-profit, or individual for this specific court.

**Court Name and level** - Note the specific court (county/city name) and level (GDC/J&DR) for which this proposal offers services.

**Number of days per month this court allows court sitting** - Research and report if the court employs court-sitting (refers directly from the bench to be mediated before the close of court.) If court-sitting is not utilized, write NA and skip to question 5.

**Number of mediators needed per court sitting day** - Research and report the number of private mediation spaces the court provides for mediators.

**Number of days per month this organization is available for court sitting** –

There is no requirement that every offeror be available for every court sitting day as many courts use mediation services from multiple providers.

**For courts which do NOT utilize court-sitting, address to which court case should be referred for mediation** – Note to whom the court should direct all mediation referrals. It may be the address of the Offeror or generically to The Mediation Program Coordinator.

**For J&DR, mediation services offered** – Restorative Justice, Truancy, and Child Dependency mediations require mediators with specialized training. (Refer to Section IV. B. of this document.) Offeror must attach to the **MEDIATION SERVICES PROPOSAL FORM** evidence of the applicable training and experiential requirements for each mediator who will be assigned to these JD&R mediations.

**Signature and date** – Each **COURT SUPPORT SHEET** must be signed by a Judge or the Clerk of the Court for the named court. Offeror must complete the top portion of the form before presenting it to the court for signature.

6. Complete **Attachment B - STATE CORPORATION COMMISSION FORM**, if applicable. See Section VI.W. This form 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 <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*, § 2.2-4343.1E).

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 by or on behalf of the Contractor, will state that such Contractor is an equal 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 provisions of 1 above in every subcontractor or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor 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.

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

Request for Proposals: 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 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. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted 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).

- b. 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.
- c. 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.
- d. The following shall be deemed to be the date of payment: the date of postmark in all instances 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.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such instances, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Office of the Executive Secretary shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Office of the Executive Secretary for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the Office of the Executive Secretary and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the



contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Office of the Executive Secretary, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Office of the Executive Secretary.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the Office of the Executive Secretary, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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 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 shall 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. 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 has.

Q. 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.

R. 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.

S. 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.

T. 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 state agency, 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.

U. 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.

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 COMMISSION FORM - ATTACHMENT B**.

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

VII. SPECIAL TERMS AND CONDITIONS

A. Referrals

1. Even if a contract is awarded pursuant to this RFP, the Contractor has an obligation to inform all parties following the dispute resolution orientation session that they are free to select another provider for the actual mediation.
2. Contractors will receive payment only for those mediations referred from the courts proposed to be served.

3. Contractors must agree to enter data from all referrals to mediation orientation sessions into the online Mediation Information System (MIS) on a weekly basis. The exception would be for those mediations in courts where a Coordinator contract has been awarded and the Coordinator is assuming responsibility for the data entry for providers in that court. In order to receive payment, the Contractor must sign the statement located on each contract invoice, certifying that the mediation has been entered in MIS.
4. When mentorship has been provided through a contract mediation, Contractor must include the names of all mentees on the invoice for payment.

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 or the Office of the Executive Secretary, whichever is sooner. The agency, 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

At the beginning of the contract period the Office of the Executive Secretary will provide pre-numbered invoices to each Contractor. The Contractor must submit completed invoices in consecutive number order no later than the 10th of the month for mediations concluded in the preceding month. The Contractor will be paid on the basis of the completed invoices submitted. 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.

D. 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 services requested prior to the effective date of cancellation.

E. 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.

F. 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 # 111:18-0004
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, which, 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. The Office of 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, § 2.2-4359D*). Should the Office of 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 contractor'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 Courts and the General District Courts.

1.	Background information regarding the service provider and experience in providing mediation services	20%
2.	Need for services in proposed jurisdictions	20%
3.	Availability of Contractor's volunteers or staff to conduct screening, orientation sessions, intake, and actual mediation sessions at the courthouse or a place convenient for the parties	20%
4.	Evidence of support from the courts	20%
5.	Comprehensiveness of screening and referral procedures	20%
	GRAND TOTAL	100%